

Eric Bensamochan, Esq. SBN 255482
THE BENSAMOCHAN LAW FIRM, INC.
2566 Overland Ave. Suite 650
Los Angeles, California 90064
Tel. (818) 574-5740

Email: eric@eblawfirm.us

Attorney for Plaintiffs Rose Svonkin, Jennifer Svonkin and, Crystal Waters

**UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ROSE SVONKIN, JENNIFER SVONKIN, and
CRYSTAL WATERS, individually and on
behalf of all similarly situated,

Plaintiffs.

V.

GT OF PALM BEACH INC., A FLORIDA
CORPORATION, DBA Palm Beach
Mitsubishi and DOES 1-25, inclusive.

Defendants.

CASE NO.: **2:25-cv-1732**

COMPLAINT FOR:

1. FRAUD;
2. CIVIL RICO 18 U.S.C §1964(c);
3. BREACH OF WRITTEN
CONTRACT;
4. UNJUST ENRICHMENT.

CLASS ACTION

DEMAND FOR JURY TRIAL

Plaintiffs Jennifer Svonkin, Rose Svonkin, and Crystal Waters (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, through their undersigned counsel, alleges for their Class Action Complaint against Defendant, GT Of Palm Beach, Inc. DBA Palm Beach Mitsubishi (“Defendant”) based upon personal knowledge as to themselves and their own acts and experiences, and, as to all other

matters, upon information and belief, including the investigation conducted by their counsel, as follows:

I. NATURE OF THE ACTION

1. Plaintiffs bring this class action against Defendant GT Of Palm Beach, Inc., DBA Palm Beach Mitsubishi ("PBM") to recover damages and other relief available at law and in equity on behalf of themselves, as well as on behalf of the members of the class defined herein, to rectify PBM's inequitable and unconscionable conduct detailed herein.

2. This action stems from Defendant's widespread business practice of blatantly lying to customers by failing to disclose accident histories, by failing to conduct multi point inspections as promised, by knowingly inducing customers into making poor purchases out of state, knowing that recourse would be limited, by defrauding unsuspecting patrons by promising safety checks without actually conducting them, and by refusing to abide by or make near impossible for customers to attempt to return vehicles once the plethora of problems and quality issues arise.

3. Defendant operates a car dealership which markets and conducts business on a nationwide level. Defendant engages customers from all over offering competitive pricing, "clean vehicles", multi-point inspections on their cars being sold, and further promises to stand behind their vehicles, none of which seems true. Plaintiffs and the proposed class members have all had similar experiences of being lied to, oversold to, and ultimately baited into allowing sub-par vehicles to be shipped to their out of state locations, where, once the vehicles are inspected, have problems ranging from no gas, all the way to severe body and frame damage from prior, non-disclosed, accidents.

4. Nevertheless, Defendant has adopted a business practice of continuing to conduct fraudulent business, while allowing its customers to ultimately be cheated out of their hard-earned money.

5. Upon information and belief, Defendant regularly engages in these practices, and further upon information and belief, actually trains its sales representatives to engage in such egregious conduct. One only need to see the hundreds of BBB complaints and online reviews left by customers from all across the United States. All of these complaints seem to have similarities that lead to the reasonable belief that Defendant's staff is trained to "lie, cheat, and steal".

6. Defendant has adopted a business policy of "shooting first and asking questions later" – by making the sale no matter what and taking the money for itself and only afterwards, and occasionally, interacting with its customers by offering them a pittance of what their losses actually are.

7. Moreover, the amounts that Defendant offers as a reimbursement bear no relationship to any actual damages suffered by the Plaintiffs. Defendant arbitrarily offers the same \$500 to try and mitigate their customer outrage, notwithstanding the estimated costs to repair the obviously defective vehicles that Defendant sells.

II. JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action where a substantial number of the members of the proposed class of Plaintiffs are citizens of a state different from Defendant and the aggregated amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

9. This Court has personal jurisdiction over Defendant because it regularly solicits and conducts the business at issue in this Complaint within the State of California.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to the claims asserted herein occurred in the Central District of California, and specifically the County of Los Angeles, where Plaintiff Jennifer Svonkin is located.

11. This Court has original subject-matter jurisdiction pursuant to 18 U.S.C. § 1964(c) and 28 U.S.C. § 1331 because this action arises, in part, under the Federal Racketeer Influenced and Corrupt Organizations Act (“Federal RICO”).

12. This Court has jurisdiction over Plaintiffs’ related state and common law claims pursuant to the doctrine of supplemental jurisdiction, 28 U.S.C. § 1367.

13. This Court further has personal jurisdiction over Defendants under 28 U.S.C. § 1965(b) because in any action brought pursuant to the Federal RICO statute in a U.S. District Court, that Court may cause parties residing in another district to be summoned to that district if the “ends of justice require” it.

14. Defendants purposefully directed conduct at this forum with respect to their scheme to defraud the Class Members into buying vehicles that the Defendant either knew or should have known had major mechanical, structural, or other defects.

15. Venue is proper in this District pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred within this judicial district. Venue is further proper in this District pursuant to 18 U.S.C. § 1965(a) because Defendants conduct and/or transact their affairs in this District given each Defendant’s participation in the Enterprise, as alleged below.

III. THE PARTIES

16. Plaintiff Jennifer Svonkin (“JS”) is a natural person who resides in Los Angeles, California. Ms. Svonkin is a member of the putative class defined herein and purchased a vehicle with her daughter Rose from Defendant. Plaintiff Jennifer Svonkin (JS”) is a natural person who resides in Los Angeles, California. Ms. Svonkin is a member of the putative class defined herein and purchased a vehicle with her daughter Rose from Defendant.

17. Plaintiff Rose Svonkin (“RS”) is a natural person who resides in Aptos, California. RS is a member of the putative class defined herein, as she purchases a vehicle from Defendant with her mother Jennifer.

18. Plaintiff Crystal Waters is a natural person who resides in Buffalo New York. Ms. Waters is a member of the putative class defined herein and purchased a vehicle from Defendant.

19. Defendant GT Of Palm Beach, Inc. is a Florida corporation doing business as Palm Beach Mitsubishi. Upon information and belief, its corporate headquarters are located at 2700 S. Australian Ave, West Palm Beach, FL. 33406. See State Of Florida Division Of Corporations Website:

<https://dos.sunbiz.org/scripts/ficidet.exe?action=DETREG&docnum=G23000059320&rdocnum=G20000000326>

20. The true names and/or capacities, whether individual, corporate, associate or otherwise, of Does 1 through 25, inclusive, are unknown to Plaintiffs at this time, and Plaintiffs therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe and thereupon allege that each of the Defendants fictitiously named herein as a DOE is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to, and thereby proximately and legally caused the injuries and damages to Plaintiffs as hereinafter alleged. Plaintiffs will ask leave of court to amend this Complaint to insert the true names and/or capacities of such fictitiously named Defendants when the same have been ascertained.

IV. FACTUAL BACKGROUND

A. The Svonkin Purchase

21. On 9/22/24 Co-Plaintiff, Rose Svonkin received an email from Ryan Lesch and general sales manager, Kyle Barber at Palm Beach Mitsubishi in response to a general online inquiry to purchase a Chevy Volt. Mr. Barber and Lesch stated that Ms. Svonkin could save money and that they were the #1 Mitsubishi dealer in the nation and successfully deliver all over the country, in addition to making assurances that “our entire inventory is fully serviced.”

22. Co-Plaintiff, Rose Svonkin asked for some form of security if she buys out of state and Mr. Lesch responded that they were a franchised and reputable dealer, there is a 5-day, 250-mile return policy and all vehicles must go through and pass a 120+ point inspection in order to be shipped.

23. Co-Plaintiff Rose Svonkin declined extended warranty coverage due to the cost of \$3,799 and the fact that Mr. Lesch represented the vehicle and battery as being in “good shape”, and that the car recently had an oil change

24. Co-Plaintiff Rose Svonkin agrees to purchase the vehicle for \$14,500 cash which is wired on 9/24/24. Co-Plaintiff, Jennifer Svonkin is also added to the registration and all purchase documents. The Agreement to Provide Physical Damage Insurance, Vehicle Air Pollution Control Statement, Buyers Guide, CA Application for Title or Registration, Electronic Disclosures and Signatures Consent, Florida Power of Attorney, Florida Department of Highway Safety and Motor Vehicles Application for Certificate of Motor Vehicle Title, Florida Insurance Affidavit, Odometer Disclosure Statement, Out of State Titling Disclosure, We Owe You Owe, Clean Vehicle Tax Credit Disclaimer and Vehicle Buyers Order as referenced hereto as “**Exhibit A**” were electronically signed by Jennifer Svonkin and Rose Svonkin on OneSpan on 9/24/2024 and 9/25/2024 respectively.

25. On 9/25/24 Mr. Lesch asks Rose Svonkin to “follow and complete a link that will be for the transport process. Rose Svonkin promptly does this and is given an order ID to track the ship, however despite several follow-up messages to Mr. Lesch on 9/30.24, 10/4/24, 10/6/24, the shipping link never showed that any documents were completed, or the car was shipped.

26. On Sunday, 10/6/24 Mr. Lesch stated that the vehicle was picked up on 10/5/24 and should arrive in 2-3 days. Mr. Lesch is unable to provide Co-Plaintiff Rose Svonkin with tracking information.

27. On Tuesday, 10/8/24 Mr. Lesch says the delivery date should be the coming Friday and gives Ms. Svonkin the phone number for the transport.

28. Co-Plaintiff continued to pay for a rental car during this entire time.

29. On Friday, 10/11/24 Co-Plaintiff Rose Svonkin receives the vehicle and is told that she will have to jump the car as there is no gas or charge.

30. On Saturday, 10/12/24 Co-Plaintiff Rose Svonkin notices that the backup camera is not working while driving the vehicle for the first time to and from her job in Santa Clara, CA. Co-plaintiff, Rose Svonkin also notices that the car vibrates when going over 60 mph and stalled multiple times while driving.

31. On Monday, 10/14/24 Co-Plaintiff, Rose Svonkin urgently reaches out to Mr. Lesch for assistance with the mechanical problems and Mr. Lesch promises he was not aware the car had any problems and will put Co-Plaintiff in touch with a manager named Barbie.

32. Barbie sends Co-Plaintiff, Rose Svonkin a link to file a complaint and states “well it isn’t a new car”. Rose Svonkin again reaches out to Ryan Lesch for assistance and Mr. Lesch states “The vehicle was at our other store and had service done to it when it went through the inspection. I’m not a part of the service department or a mechanic I’m not sure what issue it had; I just know it was being serviced which is why delivery took as long as it did that is their job to diagnose not mine.”

33. Co-Plaintiffs call Palm Beach Mitsubishi multiple times to reach manager, Kyle Barber but are unable to because staff said he was on the floor and could not reach him. Mr. Barber never responded to co-plaintiffs.

34. On 10/14/24 attorney Eric Bensamochan sends Mr. Lesch a letter for preservation of evidence but does not receive a response.

35. On 10/15/24 Co-Plaintiff, Rose Svonkin has a phone call with “Paul” who identifies himself as a manager. Paul states that Barbie is his senior and she has final say, however Ms. Svonkin is unable to reach Barbie again despite repeated attempts as the phone hangs up after 10 minutes.

36. Co-Plaintiff, Rose Svonkin sends an email to Barbie asking that she either be reimbursed for the cost of fixing the car or wants to return it. Ms. Svonkin does not

receive a response and again messages Ryan Lesch to state that she wants to start the return process and Mr. Lesch becomes defensive and asks that she stop messaging him.

37. Co-Plaintiff, Rose Svonkin is asked by management to get an estimate to receive assistance, and Ms. Svonkin makes an appointment, while reiterating that she wants to return the vehicle.

38. On Wednesday, 10/16 /24 Co-Plaintiff, Rose Svonkin takes the vehicle to Bobby's Pit Stop in Santa Cruz, CA to have it inspected. Ms. Svonkin is informed by the mechanic that the car will need a new transaxle within the next 6 months, or it will die. Bobby's Pit Stop is unable to complete this repair and encourages Ms. Svonkin to get an estimate at Chevrolet where she is told that the parts are on backorder for 4 months and is given an estimate of \$18,000.00 by the service department.

39. Co-Plaintiff, Rose Svonkin updates her complaint with the estimate and again reaches out to Ryan Lesch because she cannot reach a manager.

40. On Thursday 10/17/24 Co-Plaintiff, Rose Svonkin gets a ticket number for her complaint and is put in touch with customer service representative Jazlynn Harris. Co-Plaintiff, Rose Svonkin asked Ms. Harris about the return process and explains that the situation is urgent as she does not have transportation.

41. On 10/18/24 Ms. Harris asks how Co-Plaintiff purchased the car and states that she is waiting for the pricing for delivery to be uploaded. Ms. Harris said she would have the pricing on Monday and that Ms. Svonkin "will receive the help you need to get your refund."

42. On Monday, October 21, 2024, Co-Plaintiff, Jennifer Svonkin asks Ms. Harris if she was able to get the information needed from logistics and Ms. Harris says she will have the entire pricing for the return by 11 am EST on Tuesday October 22, 2024.

43. On Tuesday, October 22, 2024 Co-Plaintiff, Jennifer Svonkin reaches out to Ms. Harris to get the pricing as promised and Ms. Harris calls her and states that the logistics records still have not been uploaded. Co-Defendant also forwards Ms. Harris

texts and emails from Mr. Lesch that promised the car would be thoroughly inspected and that the battery was in good shape.

44. Co-Defendants contact Mr. Lesch by text, and he claims that the vehicle was expressed delivered through a different shipping process than they typically use and was supposed to ship earlier but was in service. Mr. Lesch says that Ms. Harris cannot access this information because she is in a different store. Co-Defendant, Jennifer Svonkin questioned how there could be so many problems with the car if it was truly in service and asks Mr. Lesch to forward the service records to Ms. Harris.

45. On 10/28/24 Ms. Harris contacts Co-Plaintiffs to see how they want to proceed and attorney, Eric Bensamochan requests a call on 10/29.

46. On 10/29/24 Ms. Harris, attorney Eric Bensamochan and Co-Plaintiffs talk on the phone and Ms. Harris states that they found a used transaxle online and will pay \$1,080 for the part and labor, or the car could be returned to the Defendant dealership for \$5,000. Ms. Harris was never able to locate the logistics records and could not provide a breakdown of the costs. Ms. Harris also did not provide Plaintiff with a link to the used transaxle she found even after Plaintiff took the Chevy Volt back to Bobby's Pit Stop they are unable to see if this part will work.

47. On 11/7/24 Co-Plaintiff, Jennifer Svonkin, hires Mercury auto transport and pays out of pocket to ship the Chevy Volt back to Palm Beach Mitsubishi and is delivered on 11/13/24..

B. The Waters Purchase

48. On October 20, 2024, Plaintiff Crystal Waters found a certified preowned 2024 Mazda CX-30 with 1,120 miles listed for \$22,390.00 plus tax, fees, and registration on the CarGurus.com website and made an inquiry.

49. Sales executive "Carson" at Palm Beach Mitsubishi reached out to the Plaintiff. "Carson" initially disclosed that the car had very minor damage but was in good condition and would undergo a comprehensive 120-point inspection. "Carson" assured

Plaintiff Waters that she still had a bumper-to-bumper and powertrain factory warranty on the vehicle as well as a 3-year, 36,000 mile maintenance package. A copy of the Car Care Service Plan is attached hereto as **“Exhibit B.”**

50. The Agreement to Provide Physical Damage Insurance, Vehicle Air Pollution Control Statement, Buyers Guide, Vehicle Buyers Order, Electronic Disclosures and Signatures Consent, Florida Power of Attorney, Florida Department of Highway Safety and Motor Vehicles Application for Certificate of Motor Vehicle Title, Florida Insurance Affidavit, New York Vehicle Registration/Title Application, Odometer Disclosure Statement, Out of State Titling Disclosure, We Owe You Owe, and Clean Vehicle Tax Credit Disclaimer as referenced hereto as **“Exhibit B”** were electronically signed by Crystal Waters on OneSpan on 10/28/2024.

51. On October 28, 2024, Plaintiff Waters sent \$2,000.00 by Zelle to GT@drivetaverna.com as a down payment on the vehicle, in addition to a trade-in on her current vehicle. She arranged to finance the balance of \$27,251.13 through LendBuzz. A picture of plaintiff’s LendBuzz account and credit application is attached hereto as **“Exhibit B.”**

52. Plaintiff Waters did a Google search of the vehicle's VIN, which revealed images of severe damage to the front passenger side. Plaintiff Waters became very concerned and reminded “Carson” that he had previously stated that the Mazda had minimal damage, to which he replied, "The Mazda doesn't have damage on it!" When Plaintiff Waters inquired if this was the same Mazda in the picture, Carson stated, "I would have to see, the Mazda that was here on the lot didn't have any damage. Let me see if I can get some pictures of how the vehicle previously was!" “Carson” did not send the Plaintiff any pictures of the vehicle but went on to state, "It wasn't an accident. It just says minor damage. I can show you the vehicle so you can see there is no major damage at all!"

53. On November 13, the Mazda was delivered to the Plaintiff Waters’ house. On a 5-minute drive to school, Plaintiff Waters noticed the car was steering to the right

and took it to a local repair shop in Buffalo, NY., because it felt unsafe to drive. The repair shop performed an alignment, which cost Plaintiff Waters \$203.26, however, the vehicle began to pull to the left instead of the right because the tires were unevenly worn. Later that day, Plaintiff Waters also found that the passenger side door made a loud clicking noise whenever it opened and closed. Further inspection revealed that someone attempted to repair the entire front end and passenger door with what appeared to be glue. Plaintiff Waters urgently tried to reach "Carson" regarding her concerns but was told, "If the vehicle was totaled, it would be a salvage title vehicle. The car was not totaled."

54. On November 17, 2024, Plaintiff Waters phoned Palm Beach Mitsubishi several times, and an associate advised her to contact a manager named "Barbie" by phone and email. Plaintiff Waters attempted to contact "Barbie" but never received a response. Plaintiff Waters was eventually able to reach an associate named Jazzlyn Harris, who initially promised to help and instructed Plaintiff Waters to get an estimate for her car. On November 22, 2024, Plaintiff Waters took her vehicle to Elmwood Collision in Kenmore, NY, and was given an estimate of \$7,525.30 for the repairs to her vehicle and was told: "It would have been better left the way it was instead of this worthless hack job."

55. On November 22, 2024, Plaintiff Waters sent Ms. Harris the invoice for the Mazda, as requested, but when Ms. Harris did not respond, Plaintiff Waters called Palm Beach Mitsubishi at (561) 725-3500 over 17 times. During those 17 times, Plaintiff Waters was hung up on, put on hold, then hung up on, transferred to a manager's full voice mailbox, and told that there was nothing she could do but keep trying to call back.

56. On November 26, 2024, Ms. Harris finally replied and offered Plaintiff Waters an insulting \$500.00. She also indicated that she would follow up and contact Plaintiff Waters shortly but never did. Despite repeated attempts, Plaintiff Waters could not reach Ms. Harris by phone or email.

57. On January 5, 2025, Plaintiff Waters took the car to a Valvoline auto shop for an oil change. The Valvoline mechanic informed her that she had a large crack that

covered 80% of her windshield. Plaintiff Waters could not afford the repair and is currently driving a car that she had to borrow from a relative to make certain she could travel to and from school, work, and home.

V. CLASS ACTION ALLEGATIONS

58. This action satisfies the prerequisites for maintenance as a class action provided in Fed. R. Civ. P. 23, as set forth herein.

59. **Class Definition.** Plaintiffs bring this action individually and on behalf of the following class of similarly situated persons (the “Class”), of which Plaintiffs are each members: All natural persons or legal entities who, within the applicable statutes of limitation, were customers of GT Of Palm Beach, DBA Palm Beach Mitsubishi and had similar experiences of being intentionally misled, lied to, had vehicle histories omitted and ultimately fell victim to Defendant’s fraudulent sales tactics.

60. Excluded from the Class are Defendants and any of their respective officers, directors or employees, the presiding judge, Class counsel, and members of their immediate families, and persons or entities who timely and properly exclude themselves from the Class.

61. The members of the Class are so numerous and geographically dispersed throughout the United States such that joinder of all members is impracticable. Plaintiffs are informed and believe and thereon allege that there are easily hundreds, potentially thousands, of persons in the Class. The exact number and identity of Class members is unknown to Plaintiffs at this time and can only be ascertained from information and records in the possession, custody or control of Defendants.

62. There are questions of law or fact common to all members of the Class including, but not limited to, the following:

- Whether Plaintiffs and each member of the Class were customers of Defendant’s vehicle dealership.

- Whether Plaintiffs and each member of the Class had been made false promises as to vehicle condition, accident histories, prior service checks, and more.
- Whether Defendants conducted any meaningful inspections of their vehicles before allowing them to be sold to unwitting customers.
- Whether Defendants engaged in a scheme to essentially offer a mere \$500 towards repairs, notwithstanding the amount of each repair estimate received by the customers.
- Whether Defendants offered Plaintiffs and each member of the Class any meaningful opportunity to dispute the sales of the defective vehicles based upon the later discovery of undisclosed damage, accident histories, etc.

63. The claims of Plaintiffs are typical of the claims of the Class, in that they arise out of Defendants' uniform conduct and business practices.

64. Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel who are competent and experienced. The interests of Plaintiffs are aligned with, and not antagonistic to, those of the Class.

65. A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class member is relatively small compared to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. It would be nearly impossible for members of the Class to individually redress the wrongs done to them in separate actions. Individualized rulings and judgments could further result in inconsistent relief for similarly situated individuals.

///

///

///

///

///

**FIRST CAUSE OF ACTION
(FRAUD)**

66. Plaintiffs incorporate each and every paragraph of this Complaint by reference as though fully stated and/or set forth herein, and further state and allege as follows.

67. Defendants made multiple false material representations to the Plaintiffs in this matter with the intent to intentionally mislead Plaintiffs as to the quality and condition of the vehicles purchased from the Defendants, with the intent that the Plaintiffs rely upon those same materially false representations. Defendants knew the representations were false, or at the very least made various representations with intentional disregard for the truth. Plaintiffs relied upon those false representations which caused them injury. As a result of Defendant's actions, Plaintiffs suffered both actual and economic damages in an amount within the jurisdictional limits of this Court. misleading statements through various personnel relating to the various vehicles being sought for purchase by the Plaintiffs

**SECOND CAUSE OF ACTION
(CIVIL VIOLATIONS OF FEDERAL RACKETEERING INFLUENCED AND
CORRUPT ORGANIZATIONS ACT)
[18 U.S.C. § 1964(C) ("FEDERAL RICO")]**

68. Plaintiffs incorporate each and every paragraph of this Complaint by reference as though fully stated and/or set forth herein, and further state and allege as follows.

69. At all relevant times, Defendants, and each of them, unlawfully, knowingly and intentionally conducted and participated, directly and indirectly, in the conduct of wrongful affairs through a pattern of racketeering activities as set forth below, in violation of Section 1962(c) of RICO, 18 U.S.C. § 1962(c).

70. At all times, Defendants knew and intended to mislead their customers by intentionally withholding critical information needed to properly access purchasing a vehicle. Things such as vehicle accident history, salvage title, prior body work, and comprehensive vehicle inspections that never actually took place. By means of this practice, Defendants committed an unlawful conversion of its customers monies, for its own use. This association-in-fact constitutes an "enterprise" within the meaning of Section 1961(4) of RICO, 18 U.S.C. § 1961(4).

71. At all times, Defendants, and each of them, were "persons" as that term is defined in Section 1961(3) of RICO, 18 U.S.C. § 1961(3) and are legally distinct from the enterprise.

72. At all relevant times, the enterprise as described herein was engaged in, and its activities affected, interstate commerce within the meaning of Section 1962(c) of RICO, 18 U.S.C. § 1962(c).

73. Defendants, and each of them, did willfully and with purpose commit a conversion of monies belonging to its customers, including Plaintiffs and the Class members, converting their monies to Defendant's own use constituting wire fraud in violation of 18 U.S.C. § 1343 and 1341, by engaging in the following acts:

- a. Forming and maintaining the RICO enterprise; and
- b. Taking and seizing monies from customers of Defendant and the Class members unlawfully, and converting said monies to its own use, without regard for the condition or history of the defective vehicles being sold as superior than what they actually are.

74. There is a significant disparity in bargaining power. Plaintiffs and members of the Class, the weaker parties, have wired funds to Defendant into accounts which Defendant has control, or the customers financed the defective vehicles, paying interest on money borrowed, which ultimately went to the Defendants once the loan was funded by the finance partner or lender.

75. Defendant has fiduciary obligations that require it to act in the interests of Plaintiffs and the Class. Defendant has utterly failed to do so.

76. Instead, Defendant participated in a scheme to unlawfully seize monies from Plaintiffs and the Class members by selling vehicles with known mechanical and visual defects, without disclosing as much, or knowingly lying about those facts to the unsuspecting customers, and to convert and divert those monies for its own use.

77. 18 U.S.C. § 1962(c) makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity . . .” 18 U.S.C. § 1962(c).

78. Each Defendant, at all relevant times, is and has been a “person” within the meaning of 18 U.S.C. § 1961(3) because each Defendant is capable of holding, and does hold, “a legal or beneficial interest in property.”

79. Defendants’ activities include at least four acts of racketeering activity since 2021. Accordingly, Defendants’ conduct constitutes a “pattern” of racketeering activity. 18 U.S.C. § 1961(5).

80. One such act took place when Defendant took \$14,500 from Plaintiffs Jennifer and Rose Svonkin. This payment was made based upon numerous “text” conversations between RS and one of Defendant’s sales representatives, who provided numerous false assurances as to the vehicle quality, the multi-point inspection the vehicle was allegedly put through, and the availability of the vehicle for immediate shipping. None of which was true.

81. Other such acts were suffered by the other Class members, which acts were and are continuous and ongoing until this very day.

82. At all times relevant hereto, and continuing through the present, each Defendant conducted and participated in the affairs of an enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c).

83. Defendants used the Internet and other electronic facilities to carry out the aforementioned Scheme and to conceal their ongoing wrongful activities.

84. Defendant's wrongful actions in taking monies rightfully belonging to Plaintiffs and then failing to provide the vehicle that was actually promised to the Plaintiffs, constitutes an unlawful conversion.

85. Defendants engaged in and affected interstate commerce by way of said fraudulent activities.

86. To achieve their common goals, Defendants knowingly and willfully concealed their wrongful actions from Plaintiffs and Class members.

87. As a direct and proximate consequence of the conduct of Defendants and each of them as alleged herein, Plaintiffs and Class members have been injured in their business and property, causing them to suffer monetary damages in amount to be proven at the time of trial.

88. By virtue of the foregoing wrongful activities, Defendants have engaged in a pervasive pattern of unlawful and unfair business practices, causing harm to Plaintiffs and others. Defendants' wrongful conduct, as described above, constitutes a scheme or artifice to convert the monies belong to Plaintiffs and the Class members to Defendants' own use.

89. In furtherance of and for the purposes of executing the foregoing illegal course of conduct and scheme, Defendants used and caused to be used, interstate wire communications to transmit or disseminate false and/or misleading communications and information, in violation of the wire fraud statutes, 18 U.S.C. §§ 1343 and 1341.

90. Defendants' use of interstate wire and electronic transfer mechanisms for the transfer and removal of funds from Plaintiffs' and Class members' accounts is a violation of the statutes.

91. The use of interstate wire and electronic mechanisms and/or communications were made in furtherance of the Defendants' scheme to commit a

conversion of monies belonging to Plaintiffs and Class members, and to divert those monies to Defendant's account for its own use.

92. Each interstate wire and electronic transfer mechanism and/or communication that was made in furtherance of Defendants' scheme to commit a conversion of monies from the Plaintiffs and the Class members, to obtain their monies by false pretenses, constitutes a separate and distinct act of "racketeering activities" as the term is defined in Section 1961(1) of RICO, 18 U.S.C. § 1961(c).

93. Defendants each committed and/or aided and abetted the commission of these acts of a "racketeering activity."

94. The predicate acts are common to the Defendants' scheme to conduct the affairs of the RICO enterprise, and the acts are continuing and threatening to continue indefinitely. These predicate acts are chargeable and indictable, as required under Section 1961(1) of RICO, 18 U.S.C § 1961(1).

95. The racketeering activities were and are related by virtue of common participants, common victims (Plaintiffs and Class members), a common structure and method of commission, a common purpose, and a common result of allowing Defendant to commit a conversion of monies belonging to Plaintiffs and Class members, and diverting said monies to Defendant's own use.

96. The racketeering activities are distinct from the RICO enterprise. The enterprise, as an association-in-fact, was formed to facilitate the payment for online sales, and to generate fees regardless of Defendant's unlawful and deceptive acts through wire fraud.

97. Such acts of the Defendants and their collaborators allow them to maintain profitability and conduct enterprises for the purpose of defrauding its customers.

98. As a direct and proximate result of the racketeering activities, Plaintiffs and Class members were victims of a conversion by Defendants. Thus, Plaintiffs and Class members have been "injured in their property" and have standing to sue Defendants and

recover damages and costs of bringing this action under Section 1962(c) of RICO, 18 U.S.C. § 1962(c).

99. By virtue of Section 1962(c) of RICO, 18 U.S.C. § 1962(c), Defendants, and each of them, are jointly and severally liable to Plaintiffs and Class members for three times the damages that Plaintiffs and Class members have suffered as a result of Defendants' scheme to defraud PayPal's customers.

100. Because of Defendants' violations of 18 U.S.C. § 1962(c), Defendants are liable to Plaintiffs and Class members for three times the damages they have sustained, plus the cost of this suit, including reasonable attorneys' fees.

THIRD CAUSE OF ACTION (BREACH OF WRITTEN CONTRACT)

101. Plaintiffs incorporate each and every paragraph of this Complaint by reference as though fully stated and/or set forth herein, and further state and allege as follows.

102. Plaintiffs and the Class members performed all of the conditions and covenants owed to Defendants under the terms of their purchase agreements.

103. Defendants breached the respective agreements as set forth herein, including but not limited to by failing to fully inspect vehicles as promised, by failing to disclose known mechanical and cosmetic defects from the Plaintiffs and Class members.

104. As a proximate and direct result of Defendants' breaches, Plaintiffs and the Class have sustained damages and will continue to sustain damages, in an amount to be proven at trial.

///

///

///

///

**FOURTH CAUSE OF ACTION
(UNJUST ENRICHMENT)**

105. Plaintiffs incorporate each and every paragraph of this Complaint by reference as though fully stated and/or set forth herein, and further state and allege as follows.

106. As described herein, Plaintiffs and the Class members conferred upon Defendants an economic benefit, specifically the funds sent to Defendant for the purchase of vehicles was kept by Defendants, even though the vehicles were not as described, and caused Plaintiffs and Class members to spend additional funds to repair defects that should have been disclosed to them. The Defendants benefited by obtaining more value than the vehicles were ever worth by using deceptive sales practices.

107. As a result of Defendants' actions set forth herein, it would be unjust and unequitable for Defendants to retain such benefits at the expense of Plaintiffs and the Class.

108. Defendants' conduct was intentional, malicious, fraudulent and oppressive, and in conscious disregard of Plaintiffs' rights and the rights of the Class. An award of punitive and/or exemplary damages against the Defendants is therefore appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and members of the Class pray as follows:

1. That the Court enter an order certifying the Class, appointing Plaintiffs as representatives of the Class, appointing Plaintiffs' counsel as class counsel, and directing that reasonable notice of this action, as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the Class;
2. For general, specific and compensatory damages, including restitution, in an amount to be proven at trial;

3. That the Court award Plaintiffs and Class members enhanced (treble) damages, three times the amount of monetary damages proven at the trial of this matter pursuant to 18 U.S.C. § 1964(c);
4. For punitive and exemplary damages as permitted by law;
5. For a preliminary and permanent injunction ordering Defendants to cease and desist from engaging in the unfair, unlawful and/or fraudulent business practices alleged herein;
6. That the Court enter an Order finding that all Defendants are jointly and severally liable for all damage caused to Plaintiffs and the Class members.
7. For prejudgment and post-judgment interest as provided by law;
8. For costs of suit, including reasonable attorneys' fees; and

For such other and further relief as the Court may deem appropriate, proper and equitable.

DATED: February 28, 2025

THE BENSAMOCHAN LAW FIRM INC.

By: /s/Eric Bensamochan
ERIC BENSAMOCHAN
Attorney for Plaintiffs Jennifer
Svonkin, Rose Svonkin, and Crystal
Waters.

JURY TRIAL DEMAND

Pursuant to L.R. 3-6(a), Plaintiffs, on their own behalf of all others similarly situated, hereby demand a trial by jury.

DATED: February 28, 2025,

THE BENSAMOCHAN LAW FIRM INC.

By: /s/Eric Bensamochan
ERIC BENSAMOCHAN
Attorney for Plaintiffs Jennifer
Svonkin, Rose Svonkin, and Crystal
Waters.

Exhibit A

**PALM BEACH
MITSUBISHI****Agreement to Provide Physical Damage Insurance**

To provide protection against serious financial loss should an accident or damage occur, I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft, and collision, and that failure to provide such insurance gives the lien holder, _____, the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contain a loss payable endorsement in favor of _____.

Name of Purchaser:

Name: JENNIFER SVONKIN
Address: 6996 SOQUEL DR # 22
APTOS CA 95003
Phone No.: (818) 445-6953

Vehicle Insured:

Year	Make	Body	Model	VIN #
2017	CHEVROLET	5DR HB LT	VOLT	1G1RC6S50HU189210

Insurance Company:

Name: AAA
Policy No.: CAA163094541
Effective Date: From: 04/03/2024 To: 04/03/2025
Coverage
() Collision 500.00 Deductible () Comprehensive
Type: () Broad Form or Standard () Fire Theft
() Limited

Insurance Agent:

Name:
Address:
City/ST/Zip:
Phone No.: 1 (800) 400-4222

E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 20:15:40 GMT

Signature of Named Insured

09/24/2024

Date

Dealer Confirmation:

Name of Person Contacted:	Loss Payee () Yes () No
Name of () Company () Agency:	
Confirmed by:	Date: 09/24/2024

E-SIGNED by Dan Shin
on 2024-09-24 22:07:43 GMT

Dealer/Salesperson Signature

Palm Beach Mitsubishi

Dealership Name

Vehicle Air Pollution Control Statement

Florida Law prohibits the operation, sale, lease, or transfer of title of any automobile or light-duty truck (1975 or newer, 10,000 pounds gross vehicle weight or less) that has been tampered with. "Tampering" means the dismantling, removal, or rendering ineffective of any air pollution control device or system which has been installed on the vehicle by the vehicle manufacturer except to replace such device or system with a device or system equivalent in design and function to the part that was originally installed on the motor vehicle (316.2935, Florida Statutes).

As a motor vehicle dealer licensed to conduct business in the State of Florida, I hereby certify that the following air pollution emission control devices and system of this vehicle, if installed by the vehicle manufacturer or importer, have not been tampered with by me or by my agents, employees, or other representatives. I also hereby certify that I or persons under my supervision have inspected this motor vehicle and, based on said inspection, have determined that the air pollution control devices and systems listed below, if installed by the vehicle manufacturer or importer, are in place and appear properly connected and undamaged as determined by visual observation.

This certification shall not be deemed or construed as a warranty that any air pollution control device or system of the vehicle is in functional condition, nor does the execution or delivery of this certification create by itself grounds for a cause of action between the parties to this transaction.

MAKE: CHEVROLET	MODEL: VOLT	BODY TYPE: 5DR HB LT
VIN: 1G1RC6S50HU189210	YEAR: 2017	

Transferor's (Seller's) Signature: _____ E-SIGNED by Dan Shin on 2024-09-14 22:07:23 GMT

Transferor's (Seller's) Printed Name: **PALM BEACH MITSUBISHI**

Transferor's (Seller's) Street Address: **2700 S AUSTRALIAN AVE**

City: **WEST PALM BEACH** State: **FL** Zip Code: **33406**

Date of Statement: **09/24/2024**

Transferee's (Buyer's) Signature: _____ E-SIGNED by JENNIFER SVONKIN on 2024-09-14 22:13:55 GMT

Transferee's (Buyer's) Printed Name: **JENNIFER SVONKIN**

Transferee's (Buyer's) Street Address: **6996 SOQUEL DR # 22**

City: **APTOS** State: **CA** Zip Code: **95003**

1975 – 1980 Model Year:

Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap

1981 or Newer Model Year

Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap
Exhaust Gas Recirculation System (EGR)
Air Pump and/or Air Injection System (AIS)
Fuel Evaporative Emissions System (EVP)

PV189210

Stock No.

Form approved by the Department of Environmental Protection

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

CHEVROLET

VEHICLE MAKE

VOLT

MODEL

2017

YEAR

1G1RC6S50HU189210

VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



DEALER WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay N/A % of the labor and N/A % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:



MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.



MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.



OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.



SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE PAGE 2 for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks-bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfr. Specs)

Lining or pad thickness less than 1/32 inch

Power unit not operating or leaking

Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

DEALER NAME

PALM BEACH MITSUBISHI

ADDRESS

2700 S AUSTRALIAN AVE WEST PALM BEACH FL 33406

TELEPHONE

EMAIL

(954) 271-1000

FOR COMPLAINTS AFTER SALE, CONTACT:

I HEREBY ACKNOWLEDGE RECEIPT OF THE BUYERS GUIDE AT THE CLOSING OF THIS SALE.

BUYER'S SIGNATURE:



E-SIGNED by JENNIFER SVONKIN
on 2024-09-23 14:25 GMT



E-SIGNED by JENNIFER SVONKIN
on 2024-09-23 11:33:32 GMT

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

APPLICATION FOR TITLE OR REGISTRATION

FOR ACCURACY, PLEASE PRINT LEGIBLY. COMPLETE BOTH SIDES.

SECTION 1 — VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER										VEHICLE MAKE										YEAR MODEL										FUEL TYPE									
1 G 1 R C 6 S 5 0 H U 1 8 9 2 1 0										CHEVROLET										2017																			
CALIFORNIA LICENSE PLATE NUMBER										MODEL OR SERIES										BODY TYPE MODEL										MOTORCYCLE ENGINE NUMBER									
										VOLT										5DR HB LT										N/A									
TYPE OF VEHICLE (CHECK ONE BOX)										FOR TRAILER COACHES ONLY																													
<input type="checkbox"/> Auto <input type="checkbox"/> Commercial <input type="checkbox"/> Motorcycle <input type="checkbox"/> Off Highway <input type="checkbox"/> Trailer Coach (includes truck or pickup)																				LENGTH <u>N/A</u> IN. WIDTH <u>N/A</u> IN.																			
Will this vehicle be used for the transportation of persons for hire, compensation, or profit (e.g. limousine, taxi, bus, etc.)? ...										<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																													
Is this a commercial vehicle that operates at 10,001 lbs. or more (or is a pickup exceeding 8,001 lbs. unladen and/or 11,499 lbs. Gross Vehicle Weight Rating (GVWR)?										<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																													
IMPORTANT: If yes, a Declaration of Gross Vehicle Weight/Combined Gross Vehicle Weight (REG 4008) form must be completed. If yes, a Motor Carrier Permit may be required. Refer to www.dmv.ca.gov for more information.																																							

FOR COMMERCIAL VEHICLES ONLY

Number of axles: N/A Unladen weight: N/A ☐ Actual ☐ Estimated (Vehicles over 10,001 lbs. only)

SECTION 2 — OWNER INFORMATION Each owner must sign on reverse side.

Once registered, upon transfer of ownership, co-owners joined by "AND" require the signature of each owner; co-owners joined by "OR" require the signature of only one owner.

TRUE FULL NAME OF OWNER (LAST, FIRST, MIDDLE, SUFFIX), BUSINESS NAME, OR LESSOR										DRIVER LICENSE/ID CARD NUMBER										STATE									
SVONKIN JENNIFER																													
TRUE FULL NAME OF CO-OWNER OR LESSEE (LAST, FIRST, MIDDLE, SUFFIX)										DRIVER LICENSE/ID CARD NUMBER										STATE									
<input type="checkbox"/> AND <input type="checkbox"/> OR																													
TRUE FULL NAME OF CO-OWNER OR LESSEE (LAST, FIRST, MIDDLE, SUFFIX)										DRIVER LICENSE/ID CARD NUMBER										STATE									
<input type="checkbox"/> AND <input type="checkbox"/> OR																													
PHYSICAL RESIDENCE OR BUSINESS ADDRESS (INCLUDE ST., AVE., CT., ETC.)										APT./SPACE/STE. NO. CITY										STATE ZIP CODE									
6996 SOQUEL DR # 22										APTOS										CA 95003									
COUNTY OF RESIDENCE OR COUNTY WHERE VEHICLE/VESSEL IS PRINCIPALLY GARAGED										EQUIPMENT NUMBER (OPTIONAL)																			
SANTA CRUZ																													
MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS ABOVE)										APT./SPACE/STE. NO. CITY										STATE ZIP CODE									
N/A																													
LESSEE ADDRESS (IF DIFFERENT FROM ABOVE)										APT./SPACE/STE. NO. CITY										STATE ZIP CODE									
N/A																													
TRAILER COACH ONLY - ADDRESS WHERE LOCATED (IF DIFFERENT FROM PHYSICAL ABOVE)										CITY										STATE ZIP CODE									
N/A																													

SECTION 3 — LEGAL OWNER (LIEN HOLDER/TITLE HOLDER) If None, must write "None".

Attention ELT Legal Owners: The ELT name and address and ELT number MUST be entered exactly as shown on the ELT listing.

TRUE FULL NAME OF BANK/FINANCE COMPANY OR INDIVIDUAL (DO NOT RE-ENTER NAME OF NEW REGISTERED OWNER(S) ABOVE)										ELECTRONIC LIENHOLDER ID NO.																			
NONE										ELT																			
PHYSICAL RESIDENCE OR BUSINESS ADDRESS (INCLUDE ST., AVE., CT., ETC.)										APT./SPACE/STE. NO. CITY										STATE ZIP CODE									
MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS ABOVE)										APT./SPACE/STE. NO. CITY										STATE ZIP CODE									

SECTION 4 — ODOMETER INFORMATION

The odometer reading: ☐ upon date of purchase in California was ☐ as of this date is (if no change in ownership) ☒ 9 8 3 4 3 (no tenths) If kilometers miles, check this box: ☐

and to the best of my knowledge reflects the ACTUAL mileage unless one of the following statements is checked.

WARNING — ODOMETER DISCREPANCY

☐ Odometer reading is NOT the actual mileage ☐ Mileage EXCEEDS the odometer mechanical limitsExplain odometer discrepancy: N/A

MUST COMPLETE VEHICLE INFORMATION BELOW: #29

VEHICLE IDENTIFICATION NUMBER												VEHICLE MAKE		YEAR MODEL				
1	G	1	R	C	6	S	5	0	H	U	1	8	9	2	1	0	CHEVROLET	2017

SECTION 5 — DATE INFORMATION

DATE VEHICLE ENTERED OR WILL ENTER CALIFORNIA (CA):
 Month _____ Day _____ Year _____
If vehicle was previously registered in CA, then registered or located out-of-state and has now returned to CA, enter most recent date vehicle entered CA. If you did not own vehicle at time of entry, check this box: ☐

DATE VEHICLE FIRST OPERATED IN CALIFORNIA:
 Month _____ Day _____ Year _____
Or enter date vehicle will be operated, if it has not been operated yet.

DATE YOU WENT TO WORK IN CALIFORNIA, OBTAINED A CA DRIVER LICENSE, OR BECAME A RESIDENT:
 Month _____ Day _____ Year _____
Enter the date whichever occurred first. If you have been a resident since birth, enter date of birth. If you are not a CA resident, check this box: ☐

DATE VEHICLE WAS PURCHASED OR ACQUIRED:
 Month 09 Day 24 Year 2024
 AND WAS (CHECK BOX): ☐ New ☒ Used AND WAS PURCHASED (CHECK BOX): ☒ Inside CA ☐ Outside CA

SECTION 6 — COST INFORMATION

NOTE: The total cost or value of the vehicle must include the cost of the basic vehicle, value of any trade-in, and all accessories and leased equipment permanently attached. Cost does not include sales tax, insurance, finance charges, or warranty.

MUST CHECK ONE BOX ONLY, AND ENTER REQUIRED INFORMATION FOR THAT ONE BOX:

<input checked="" type="checkbox"/> PURCHASE – I purchased the vehicle for the price of \$ <u>11073.20</u> <input type="checkbox"/> GIFT – I acquired the vehicle as a gift. Its current market value is \$ <u>N/A</u> <i>A Statement of Facts (REG 256) form must be completed.</i> <input type="checkbox"/> TRADE – I acquired the vehicle as a trade. Its value when I acquired it was \$ <u>N/A</u>	VEHICLE WAS PURCHASED OR ACQUIRED FROM: <input type="checkbox"/> Dealer <input type="checkbox"/> Private Party <input type="checkbox"/> Dismantler <input type="checkbox"/> Immediate Family Member - State Relationship: <u>N/A</u>
---	---

FOR ALL VEHICLES:

Since purchasing or acquiring this vehicle, were any body type modifications, additions and/or alterations (e.g., changing from pickup to utility, etc.) made to this vehicle? *If yes, a Statement of Construction (REG 5036) form must be completed.* ☐ Yes ☒ No

FOR REVIVED JUNK OR REVIVED SALVAGE VEHICLES:

The cost of the vehicle must include the labor cost, whether or not the labor was provided or done by you. The total cost of the vehicle including labor is \$ N/A.

SECTION 7 — FOR OUT-OF-STATE OR OUT-OF-COUNTRY VEHICLES

For vehicles which enter the state within 1 year of purchase, was Sales Tax paid to another state? ☒ N/A ☐ Yes ☐ No

If yes, enter amount of tax paid \$ N/A (this amount will be credited toward any Use Tax in CA). If your vehicle was last registered in another state, you may be eligible for a Use Tax exemption. For more information, contact the CA Department of Tax and Fee Administration (www.cdtfa.ca.gov).

For commercial vehicles (including pickups), this vehicle was last registered as a: ☐ Commercial Vehicle ☐ Non-commercial Automobile in the last state of registration.

DISPOSITION OF OUT-OF-STATE PLATES:

The plates will not be affixed to any vehicle at any time, unless the vehicle is "Dual Registered" in both states. The plates are:

☐ Expired, or will be or were:
☐ Surrendered to CA DMV ☐ Destroyed ☐ Retained ☐ Returned to the motor vehicle department of the state of issuance.

SECTION 8 — MILITARY SERVICE INFORMATION

Are you or your spouse on active duty as a member of the U.S. Uniformed Services? ☐ Yes ☒ No

If yes, you may qualify for an exemption. Refer to Nonresident Military Exemption (NRM) Vehicle License Fee Exemption (REG 5045) form.

When this vehicle was last licensed, were you or your spouse on active duty as a member of the U.S. Uniformed Services? ☐ Yes ☒ No

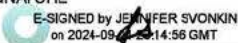
If yes, in what state or country were you or your spouse stationed? N/A

SECTION 9 — CERTIFICATIONS Signatures required.

The signature for a company or business MUST include the printed name of the company/business and an authorized representative's countersignature on the signature line (e.g., ABC CO. by JOHN SMITH or JOHN SMITH for ABC CO.).

The registered owner mailing address is valid, existing, and an accurate mailing address. I consent to receive service of process at this mailing address pursuant to CVC §1808.21.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINTED NAME JENNIFER SVONKIN	OWNER'S SIGNATURE X 	DATE 09/24/2024	DAYTIME TELEPHONE NUMBER (818) 445-6953
PRINTED NAME N/A	CO-OWNER'S SIGNATURE X N/A	DATE N/A	DAYTIME TELEPHONE NUMBER (N/A)
PRINTED NAME N/A	CO-OWNER'S SIGNATURE X N/A	DATE N/A	DAYTIME TELEPHONE NUMBER (N/A)

CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY USING ELECTRONIC RECORDS AND SIGNATURES (“Consent”)

You have indicated that you wish to receive, sign, or transmit documents relating to your Transaction with us electronically. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records or signatures in our Transaction with you.

In this Consent, the words “we,” “us,” and “our” mean (i) the **DEALERSHIP** from whom you are purchasing or leasing your motor vehicle (the “**DEALERSHIP**”); and (ii) any assignee of the financing contract or lease agreement, or the original creditor on a loan agreement (the “**FINANCING INSTITUTION**”). The words “you” and “your” mean the person giving consent as well as any co-applicants and co-owners of any product or service we provide to the person giving consent as part of this Transaction.

“**Transaction**” means your purchase agreement, application for credit, the retail installment sales contract, loan agreement, or lease agreement providing for the purchase or lease of a motor vehicle, and the review, execution, and delivery of the documents related to your purchase or lease. It also includes the purchase of all related products and services provided to you and described in the Communications.

“**Communication(s)**” means each disclosure, notice, purchase agreement, retail installment sales contract, loan agreement, lease agreement, undertaking, fee schedule, periodic statement, record, notice of credit decision, ACH authorizations, other documents or information we provide to you, or that you sign or submit or agree to at our request in connection with the Transaction. The Communications will contain important information and required disclosures that apply to the Transaction. Please review them carefully.

1. Your Consent. You (i) agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form; and (ii) consent to receiving any of the Communications we provide to you via email, text message, or other electronic medium. We may also use electronic signatures and obtain them from you on any Communication, even if we provide you the Communications in paper form. You must consent to receive the Communications electronically to complete this Transaction electronically.

The Communications may be presented, executed, and delivered at the DEALERSHIP, or, for eligible electronic transactions, via our signature and document delivery service and website (“System”).

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. You do not have to consent to receive Communications electronically and can withdraw your consent at any time. If you decide to withdraw consent before you complete the Transaction, you may do so without charge by either exiting the System, by selecting the online option to withdraw consent, or by contacting the **DEALERSHIP**. If you withdraw consent before the Transaction is complete, you may be required to restart the Transaction. If you withdraw your consent to receive electronic records before you sign the Communications, you may be able to continue this Transaction in person.

Your withdrawal of consent with respect to this Transaction does not affect any other consent you have given us at any other time to use electronic records and signatures, and it does not affect the legal effectiveness, validity, or enforceability of the electronic Communications that were provided to you before your withdrawal became effective.

3. How to Update Your Contact Information. It is your responsibility to provide us with accurate and complete e-mail address, mailing address, mobile/cellular telephone number, and other contact information at the time of your Transaction and after the time of your Transaction, when your contact information changes. To update your information during the Transaction, please notify our representative assisting you with your Transaction; to update your contact information after the time of your Transaction, please notify your **FINANCING INSTITUTION**.

4. Hardware and Software Requirements. To receive or retain electronic Communications, you must have access to a desktop, laptop, or tablet that is connected to the internet and has the following capabilities and software. Some DEALERSHIPS may offer mobile phone Transactions. To receive or retain electronic Communications in these DEALERSHIPS, you must have access to a mobile phone that is connected to the internet and has the following capabilities and software.

a. Internet Browser:

1. The System will support the most Current Version of the major desktop, laptop, and tablet internet browsers.
2. Your internet browser must be capable of supporting 128-bit SSL encrypted communications.

Mobile phone Transactions may not be supported by all DEALERSHIPS.

b. Read and Display Requirements:

1. Current Version of Adobe Reader® or a PDF reader program capable of viewing and printing Adobe PDF documents.
2. The ability to receive files in an electronic format, including PDF.

c. Printer or Storage Space Requirements:

1. You will need access to a printer to print the Communications; or
2. Sufficient computer storage space to retain the Communications.

d. You must also have:

1. An active email address.
2. An SMS-enabled mobile/cellular telephone.
3. If applicable, the code/password assigned you during the Transaction.

For Transactions you complete on our hardware, we will supply any additional required hardware and software. By "Current Version," we mean a version of the software that is currently supported by its publisher. From time to time, we may offer services or features that require the Internet browser you are using to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that the Internet browser you are using is not properly configured or not a supported version, we may provide you with an error notice or deny access to the System. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with your Transaction.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies.

a. Transactions Completed Using Our Hardware and Software

For Transactions completed using our hardware and software we will use electronic signatures obtained from you for Communications and we will provide those Communications to you in paper form at the time of your Transaction, or, if available at your **DEALERSHIP**, you may elect to receive the Communications electronically. For these Transactions, we will tell you that you will be receiving a paper copy of the Communications at the time of your Transaction or, if available at your **DEALERSHIP**, tell you that you may elect to receive the Communications electronically.

b. Transactions Completed Using Your Hardware and Software

For Transactions completed using your hardware and software to access our System, we will use electronic signatures obtained from you for Communications and we will provide those Communications to you at the time of your Transaction. For these Transactions, we will tell you that you will be receiving an electronic copy of the Communications at the time of your Transaction.

For these Transactions, we will not send you a paper copy of electronic Communications unless you request it, as provided below, or we otherwise deem it appropriate to do so.

For all Transactions, you have the right to request paper copies of the Communications and can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting your **DEALERSHIP** provide you with a paper copy at the time of your Transaction. Such requests for paper copies to your **DEALERSHIP** can be made at the time of your Transaction or up to fourteen (14) days after the date of your Transaction. After this time, you can request a copy of any Communication by contacting your **DEALERSHIP** or **FINANCING INSTITUTION**. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

6. Retaining Copies of Electronic Communications. We encourage you to print or download, for your records, a copy of all electronic Communications, including this Consent disclosure.

7. Termination/Changes. We reserve the right, in our sole discretion, to (i) provide you with Communications in paper or electronic form, as described above; (ii) discontinue the provision of your Communications electronically; or (iii) terminate or change the terms and conditions on which we provide your Communications to you electronically. The Communications that we provide to you electronically will be available to you electronically for fourteen (14) days after the date (a) your Transaction is completed; and (b) we provide access to the Communications to you via our System. After this time, if you wish to receive a copy of the Communications, you must request a paper copy from your **FINANCING INSTITUTION**.

By accepting below, you confirm that (i) you have reviewed and agree to be bound by the terms of this Consent; (ii) you are consenting to the use of electronic records and signatures in connection with this Transaction; and if we provide the Communications to you electronically, you are (i) consenting to receive your Communications through the use of the System; (ii) confirming that you have access to the hardware and software described above; (iii) confirming that you are able to receive and review electronic records; (iv) confirming that you have an active email account, SMS-enabled mobile/cellular telephone, if applicable, the password/code assigned you during the Transaction and the ability to access, view, and retain HTML and PDF files; and (v) your electronic signature has the same effect as your signature on paper Communications. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants and other-owners of any product or service we provide to you as part of this Transaction.

By accepting below, you also agree that any electronic records signed using the System are accepted and signed by us at our business premises. Any Communications that require our signature are completed and binding on us only when we receive and execute them.

By accepting below, you agree that the sale or lease of a motor vehicle is complete at the time and place that we deliver the motor vehicle per the agreement below. You and we agree that we will deliver the motor vehicle to you by making the motor vehicle available to you to take possession of it at our place of business once you and we have completed execution of the applicable Communications that require signature. We may agree to help you arrange transportation of the motor vehicle to another place of your choosing after we have delivered it to you at our place of business; however, you acknowledge and agree that: (i) our helping you with transportation of the vehicle in this way is at your request, as your agent, and for your convenience; and (ii) any such transportation of the vehicle that occurs is after the sale or lease is complete and after it was delivered by us at our place of business.

By accepting below you also agree that the System may be designed only for use on desktop, laptop, and tablet computing devices and that mobile phone Transactions may not be supported by all DEALERSHIPS.

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER**Please submit this form to your local tax collector office or license plate agent.**<http://www.fhsmv.gov/locations/>

As of today, 09/ 24/ 2024, I/we hereby name and appoint, PALM BEACH MITSUBISHI,
(Full Legibly Printed Name is Required)

to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.



Please check only one of the following options:

☒ **Motor Vehicle** ☐ **Mobile Home** ☐ **Vessel** ☐ **Vessel with an Untitled Trailer**
(Trailers less than 2,000 pounds) ☐ **Vessel with a Titled Trailer**
(Trailers 2,000 pounds or more)

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)
2017	CHEVROLET VOLT	5DR HB		1G1RC6S50HU189210

NOTICE TO OWNER(S): Please complete this form in its entirety prior to signing.

Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.

Legibly Printed Name of Owner ("Grantor") JENNIFER SVONKIN		Signature of Owner ("Grantor")  E-SIGNED by JENNIFER SVONKIN on 2024-09-24 15:08 GMT	
Driver License, Identification Card or FEID Number of Owner 210000000		Date of Birth of Owner, if applicable 10/01/1981	
Owner's Address 6996 SOQUEL DR # 22	City APTOS	State CA	Zip Code 95003
Legibly Printed Name of Co-Owner ("Grantor"), if applicable ROSE SVONKIN		Signature of Co-Owner ("Grantor")  E-SIGNED by ROSE SVONKIN on 2024-09-24 01:33:54 GMT	
Driver License, Identification Card or FEID Number of Co-Owner 110000000		Date of Birth of Co-Owner, if applicable 09/01/1981	
Co-Owner's Address 6996 SOQUEL DR # 22	City APTOS	State CA	Zip Code 95003

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.



FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE

Please submit this form to your local tax collector office or license plate agency.

<https://www.flhsmv.gov/locations>

Note: All fields are required unless otherwise stated or not applicable.

Application Type: ☐ Original ☐ TransferRequest to print Certificate of Title: ☐ No ☐ Yes: In office ☐ Yes: MailedOff-Highway Vehicle Type: ☐ All-Terrain Vehicle (ATV)☐ Recreational Off-Highway Vehicle (ROV)☐ Off-Highway Motorcycle (OHM)

Section 1: OWNER/APPLICANT INFORMATION

Customer Number	Fleet Number	Unit Number	Owner's County of Residence SANTA CRUZ	
Owner Details:		Are you a Florida Resident? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Are you a US Citizen? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. <input type="checkbox"/> OR <input type="checkbox"/> AND (If neither box is checked, the title will be issued with "and.")		Select, if applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy by the Entirety <input type="checkbox"/> With Rights of Survivorship		
Owner's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name) JENNIFER SVONKIN	Owner's Phone Number (Voluntary) (616) 443-6955	Owner's Email (Voluntary) [REDACTED]	Sex F	Date of Birth [REDACTED]
FL DL/ID or FEID/Suffix Number 81280032	Owner's Mailing Address 6996 SOQUEL DR # 22	City APTOS	State CA	Zip Code 95003
Owner's Residential Street Address 6996 SOQUEL DR # 22		City APTOS	State CA	Zip Code 95003
Mail To Customer Name (If different from above owner)		Mail To's Phone Number (Voluntary)	Mail To's Email (Voluntary)	Sex Date of Birth
FL DL/ID or FEID/Suffix Number	Mail To's Address (If different from above mailing address)	City	State	Zip Code
Co-Owner Details:		Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> Co-Owner or <input type="checkbox"/> Lessee's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Co-Owner's Phone Number (Voluntary)	Co-Owner's Email (Voluntary)	Sex Date of Birth
FL DL/ID or FEID/Suffix Number	Co-Owner's/Lessee's Mailing Address	City	State	Zip Code
Co-Owner's/Lessee's Residential Street Address		City	State	Zip Code

Section 2: MOTOR VEHICLE DESCRIPTION

Vehicle Identification Number (VIN) 1G1RC6S50HU189210		Florida Title Number		License Plate Number		Previous State of Issue	
Make/Manufacturer CHEVROLET	Model VOLT	Year 2017	Body 5DR HB	Color IRIDESCEN	Length Ft. ____ In ____	Weight	GVW BHP/CC
Van Use (If applicable) <input type="checkbox"/> Passenger <input type="checkbox"/> Other	Fuel Type <input type="checkbox"/> Natural Gas (Liquid) <input type="checkbox"/> Natural Gas (Compressed) <input type="checkbox"/> Hybrid (Gas/Electric) <input type="checkbox"/> Hybrid (Diesel/Electric) <input type="checkbox"/> Electric						

Section 3: BRANDS, USAGE AND TYPE (Check applicable types)

<input type="checkbox"/> Assembled from Parts	<input type="checkbox"/> Autonomous	<input type="checkbox"/> Bonded Title	<input type="checkbox"/> Custom	<input type="checkbox"/> Electric	<input type="checkbox"/> Flood	<input type="checkbox"/> Glider Kit	<input type="checkbox"/> ILEV	<input type="checkbox"/> Kit Car
<input type="checkbox"/> Long Term Lease	<input type="checkbox"/> Manuf. Buy Back	<input type="checkbox"/> Police Veh.	<input type="checkbox"/> Private Use	<input type="checkbox"/> Rebuilt	<input type="checkbox"/> Replica	<input type="checkbox"/> Short Term Lease	<input type="checkbox"/> Street Rod	<input type="checkbox"/> Taxicab

Section 4: LIENHOLDER INFORMATION (If applicable)

ELT Customer <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FEID/Suffix # <input type="checkbox"/> DMV Account # <input type="checkbox"/> DL/ID #, Sex and DOB	Lienholder's Phone Number (Voluntary)	Lienholder's Email (Voluntary)	
Date of Lien	Lienholder's Mailing Address	City	State	Zip Code
Lienholder's Name (If box is not checked, title will be mailed to the first lienholder.)		<input type="checkbox"/> Check this box if you, lienholder representative, authorize the Department to send the motor vehicle title to the owner and sign here: _____		

Section 5: TRANSFER TYPE (If applicable)

If ownership has transferred, how and when was the motor vehicle acquired? <input type="checkbox"/> Sale (Price: \$ _____) <input type="checkbox"/> Gift <input type="checkbox"/> Repossession <input type="checkbox"/> Court Order <input type="checkbox"/> Other (Specify): _____	Date Acquired: 09 / 24 / 2024
--	---

Section 6: ODOMETER DECLARATION


WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.	
I/we state that this <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6-digit odometer now reads 98,343 .xx miles. (No tenths)	Date Read: 09 / 24 / 2024
I/we hereby certify that to the best of my/our knowledge the odometer reading: <input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE. <input type="checkbox"/> 2. IS NOT THE ACTUAL MILEAGE. <input type="checkbox"/> 3. IS IN EXCESS OF ITS MECHANICAL LIMITS.	



FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE


Section 7: DEALER SALES TAX REPORT AND MOTOR VEHICLE TRADE IN INFORMATION (If applicable)

Florida Sales Tax Registration Number 92-2491213	Dealer License Number VF11474831	Date of Sale 09/24/2024	Amount of Tax 1212.55	Dealer/Agent Signature  E-SIGNED by Dan Shin on 2024-09-24 07:48 GMT
Year of Trade In	Make of Trade In	Title Number of Trade In (If known)	Vehicle Identification Number (VIN) of Trade In	

Section 8: MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION

This section requires a physical inspection and a verification of the vehicle identification number (VIN) (or the motor number for motor vehicles manufactured prior to 1955) of the motor vehicle described on this form by a licensed Florida dealer, Florida notary public, law enforcement officer, or authorized FLHSMV, tax collector (TC) or license plate agency (LPA) employee. Complete this section on all used motor vehicles, including trailer (with abbreviation of "TL" and a weight of 2,000lbs or more), not currently titled in Florida.

I, the undersigned, certify that I have physically inspected the above-described vehicle:

Vehicle Identification Number (VIN) 1G1RC6S50HU189210	Name Certifying Inspector	Certifying Inspector Signature  E-SIGNED by Dan Shin on 2024-09-24 07:48 GMT	Date 09/24/2024
Select which option best represents the certifying inspector:			<input type="checkbox"/> Florida Notary Public (Stamp or Seal)
<input type="checkbox"/> Law Enforcement Agency Name: _____ Badge Number: _____ <input checked="" type="checkbox"/> Florida Dealer Dealer Name: PALM BEACH MITSUBISHI Dealer Number: VF11474831 <input type="checkbox"/> FLHSMV Office Name: _____ User ID/Badge: _____ <input type="checkbox"/> Tax Collector or License Plate Agency Agency Name: _____ County/Agency: _____			Signature: _____

Section 9: SALES TAX EXEMPTION CERTIFICATION (If applicable)

The purchase of a recreational vehicle to be offered for rent as living accommodations does not qualify for exemption. I certify the motor vehicle described has been purchased and is exempt from the sales tax imposed by Chapter 212, Florida Statutes, by:

<input type="checkbox"/> Purchaser (state agencies, counties, etc.) holds valid exemption certificate	<input type="checkbox"/> Vehicle will be used exclusively for rental.
Consumer's Certificate of Exemption Number: _____	Sales Tax Registration Number: _____
I hereby certify that ownership of the motor vehicle described on this application, is not subject to Florida Sales and Use Tax for the following reason:	
<input type="checkbox"/> Inheritance <input type="checkbox"/> Gift <input type="checkbox"/> Divorce Decree <input type="checkbox"/> Transfer between a married couple <input type="checkbox"/> Other: _____ <input type="checkbox"/> Even trade or trade down _____ (State the facts of the even trade or trade down and the transferor information, including the transferor's name and address.)	

Section 10: REPOSSESSION DECLARATION

☐ I certify that this motor vehicle was repossessed upon default in the terms of the lien instrument and is now in my possession.

Section 11: NON-USE AND OTHER CERTIFICATIONS


If checked, the following certifications are made by the applicant:

- ☐ I certify that the certificate of title is lost or destroyed.
☐ The vehicle identified will not be operated on the streets and highways of this state until properly registered.
☐ Other: (explain) _____

Section 12: APPLICATION ATTESTMENT AND SIGNATURES

I/We physically inspected the VIN. (More than one form HSMV 82040 may be used for additional signatures.)

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Full Name of Applicant, Owner JENNIFER SVONKIN	Signature of Applicant, Owner  E-SIGNED by JENNIFER SVONKIN on 2024-09-24 16:04 GMT	Date 09/24/2024
Full Name of Applicant, Co-Owner N/A	Signature of Applicant, Co-Owner N/A	Date N/A

Section 13: RELEASE OF SPOUSE OR HEIRS INTEREST (If applicable)

The undersigned person(s) state(s) that _____ died on _____
 (Name of deceased) (Date)

- ☐ Testate (with a will) ☐ Intestate (without a will) and left the surviving heir(s) named below.
☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

(More than one form HSMV 82040 may be used for additional signatures.)

Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date
Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date

That at the time of death the decedent was owner of the motor vehicle described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle to:

Full Name of Applicant	Signature of Applicant	Date
Full Name of Applicant	Signature of Applicant	Date

FLORIDA INSURANCE AFFIDAVIT

Under penalty of perjury, I JENNIFER SVONKIN certify that I have
(Name of Insured)

Personal Injury Protection, Property Damage Liability, and, when required, Bodily Injury Liability

Insurance currently in effect with AAA under
(Name of Insurance Company)

CAA163094541 covering the following motor vehicle:
(Policy Number) Company Code Number (5 digits)

<u>2017</u> Year	<u>CHEVROLET</u> Make	<u>1G1RC6S50HU189210</u> Vehicle Identification Number
---------------------	--------------------------	---

This insurance company is licensed to issue insurance policies in Florida. I understand that my driver license, license plate(s) and registration(s) will be suspended effective from the registration date, if the insurer denies that this policy is in force.

E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 20:14:36 GMT

Signature of Insured

WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS SUBJECT TO PROSECUTION.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES
 SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

SEPARATE ODOMETER DISCLOSURE STATEMENT AND ACKNOWLEDGMENT

VEHICLE DESCRIPTION					
Vehicle Identification Number	Year	Make	Color	Body	Title Number
1G1RC6S50HU189210	2017	CHEVRO	IRIDES	5DR HB	

ODOMETER DISCLOSURE STATEMENT


WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines and/or imprisonment.


WE STATE THAT THIS ☐ 5 or ☒ 6 DIGIT ODOMETER NOWS READS **98 , 343** .XX (NO TENTHS) MILES,
 DATE READ **09 / 24 / 2024**, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE
 ODOMETER READING:

CAUTION:
 Read carefully before
 checking a box.

- ☒ 1. REFLECTS ACTUAL MILEAGE.
- ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)
- ☐ 3. IS NOT THE ACTUAL MILEAGE. **WARNING – ODOMETER DISCREPANCY**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature  E-SIGNED by Dan Shin on 2024-09-24 22:07:30 GMT		Seller's Printed Name PALM BEACH MITSUBISHI	
Seller's Street Address 2700 S AUSTRALIAN AVE			
City WEST PALM BEACH		State FL	Zip 33406

Buyer's Signature  E-SIGNED by JENNIFER SVONKIN on 2024-09-24 20:14:45 GMT		Buyer's Printed Name JENNIFER SVONKIN	
Buyer's Street Address 6996 SOQUEL DR # 22			
City APTOS		State CA	Zip 95003

WHO IS AUTHORIZED TO COMPLETE THIS FORM?

ANY PERSON WHO IS BUYING OR SELLING A MOTOR VEHICLE AND WHO MUST MAKE OR ACKNOWLEDGE AN ODOMETER DISCLOSURE, IN ORDER TO COMPLY WITH STATE OR FEDERAL ODOMETER DISCLOSURE LAW.

WHEN SHOULD THIS FORM BE USED?

1. WHEN A MOTOR VEHICLE, FOR WHICH AN ODOMETER DISCLOSURE IS REQUIRED, HAS BEEN SOLD.
2. WHEN A MOTOR VEHICLE, FOR WHICH AN ODOMETER DISCLOSURE IS REQUIRED, HAS BEEN PURCHASED.
3. WHEN AN ODOMETER DISCLOSURE STATEMENT AND ACKNOWLEDGMENT BETWEEN THE BUYER AND THE SELLER IS REQUIRED, BUT NO ODOMETER DISCLOSURE STATEMENT HAS BEEN MADE ON ANOTHER STATE OR FEDERAL FORM.

WHEN SHOULD THIS FORM NOT BE USED?

1. WHEN A FLORIDA TITLE WHICH WAS ISSUED ON OR AFTER APRIL 29, 1990 IS AVAILABLE.
2. WHEN A FORM HSMV 82994, MOTOR VEHICLE DEALER TITLE REASSIGNMENT SUPPLEMENT, HAS BEEN USED.
3. WHEN A FORM HSMV 82995, MOTOR VEHICLE DEALER POWER OF ATTORNEY/ODOMETER DISCLOSURE, HAS BEEN USED.
4. WHEN AN OUT-OF-STATE TITLE, WHICH CONFORMS TO FEDERAL LAW, IS USED TO TRANSFER A MOTOR VEHICLE.

FILING:

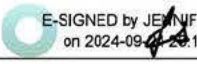
1. COPIES SHOULD BE EXCHANGED BETWEEN THE SELLER AND THE BUYER. DEALERS MUST RETAIN THIS DOCUMENT IN THEIR RECORDS FOR A PERIOD OF FIVE YEARS.
2. IT IS NOT NECESSARY TO FILE THIS FORM OR ANY COPY OF THIS FORM WITH THE STATE OF FLORIDA, UNLESS REQUESTED TO DO SO BY THE DIVISION OF MOTOR VEHICLES.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>

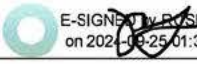
**OUT OF STATE TITLING DISCLOSURE – APPLICABLE FOR TRANSACTIONS OUTSIDE OF FLORIDA
ONLY**

Pursuant to Florida Statute 320.131(2), a Florida Motor Vehicle Dealer can only issue a maximum of 2 temporary tags per vehicle transaction, each temporary tag being valid for 30 days. Palm Beach Mitsubishi has contracted with 3rd party vendors to perform the out of state title and tag transaction for your vehicle purchase on your behalf. In some cases, your State's DMV may take greater than 60 days to process and return your title and tag. In accordance with Florida law, Palm Beach Mitsubishi will be unable to issue more than 2 temporary tags to you.

By signing below, you hereby acknowledge the above and agree to hold Palm Beach Mitsubishi harmless from any titling or tag delays in your transaction. You also agree to perform any actions and provide any documents or licenses required to perfect your title and registration with your State's DMV.

X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 23:15:12 GMT

Buyer Date: 09/24/2024

X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:34:01 GMT


Co-Buyer Date: 09/24/2024

RETURN & EXCHANGE POLICY


All used vehicle purchases are eligible for a 5 day, 250 mile return policy. Day 1 of the 5 day timeframe for return eligibility is the date you picked up the vehicle or the date the vehicle was delivered to you. You will be provided a refund of all monies paid minus the predelivery dealer service fee, electronic registration filing fee, and any shipping costs to you. In the event monies paid do not cover those fees and costs, any remaining balance will be the responsibility of the Buyer. Return shipping costs to the dealership for the initial purchase will be the responsibility of the Buyer. Refunds will only be provided once vehicle and title are received at the dealership.

In the event you would like to exchange to another vehicle within that timeframe instead, all monies paid minus the electronic registration filing fee and any shipping costs will be applied towards the replacement vehicle. Only one exchange will be provided per customer. Any difference in price, down payment, or bank stipulations required between the initial purchase and vehicle you are exchanging into will be your sole responsibility to provide. Return shipping costs to the dealership for the initial purchase and shipping costs for the vehicle you are exchanging into will be your sole responsibility. Vehicle must be returned in same condition and operability it was initially delivered, both mechanically and cosmetically.

Requests for return or exchange can be made via e-mail to support@pbmitsubishi.com

X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 23:15:18 GMT

Buyer Date: 09/24/2024

X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:34:04 GMT

Co-Buyer Date: 09/24/2024

**PALM BEACH
MITSUBISHI****WE OWE**

NAME **JENNIFER SVONKIN**
ROSE SVONKIN STK. NO. **PV189210** NEW ☐ USED ☒

ADDRESS **6996 SOQUEL DR # 22** YEAR **2017** MAKE **CHEVROLET**

CITY **APTOS** STATE **CA** ZIP **95003** MODEL **VOLT**

PHONE **[REDACTED]** SERIAL NO. **1G1RC6S50HU189210**

SALESMAN **RYAN LESCH** DEL. DATE **09/24/2024**

QTY.	NAME OF ITEM	PART	LABOR

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)DATE **09/24/2024**

CUSTOMER

E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 15:31 GMTE-SIGNED by ROSE SVONKIN
on 2024-09-24 01:34:10 GMT

APPROVED

E-SIGNED by Dan Shin
on 2024-09-24 07:39 GMT
MGR.**YOU OWE**

	TO BE RECEIVED BY DATE		TO BE RECEIVED BY DATE
1) Title to Trade In Vehicle		5) Other	
2) All Monies		6) Other	
3) Valid Insurance Card		7) Other	
4) Other		8) Other	

I hereby agree to provide the above listed item(s) to the dealer. I understand that the sales transaction is not completed until I provide such items.

X: _____

DATE: _____

APPROVED BY: _____

MGR.

IRS CLEAN VEHICLE TAX CREDIT FOR PRE-OWNED VEHICLES DISCLAIMER

If you are purchasing a pre-owned electric vehicle with a battery capacity of at least 7 kilowatt hours and with a sale price of \$25,000 or under, the amount due from the Buyer regarding this vehicle transaction has been reduced by the amount of the clean vehicle tax credit, which is up to \$4,000. The specific amount of the credit is disclosed in the original vehicle advertisement. The amount due will be reduced by either applying the tax credit to your down payment or to the vehicle sales price. Please see your sales associate for details.

Only certain customers qualify for the clean vehicle tax credit, if they meet the requirements below:


- Be an individual who bought the vehicle for use and not for resale
- Not be able to be claimed as a dependent on another person's tax return
- Not have claimed another used clean vehicle credit in the three years before the purchase date
- Your modified adjusted gross income may not exceed \$150,000 if married filing jointly or a surviving spouse, \$112,500 for heads of households, and \$75,000 for all other filers


The requirements provided above are only a guideline. For the latest and most accurate requirements, please visit the IRS website at

<https://www.fueleconomy.gov/feg/taxused.shtml#requirements>

After the sale, the dealership will apply for and receive the clean vehicle tax credit on your behalf and submit the required paperwork to both the IRS and the Buyer / Co-Buyer to advise them of the credit claimed. By signing below, you acknowledge that the selling dealership has no way to determine your eligibility for this tax credit, among other factors, not knowing your tax filing status or having the tax expertise to calculate your modified adjusted gross income.

You acknowledge that it is your sole responsibility to determine eligibility for this credit and to disclose to the dealership in writing prior to the sale if you believe you are ineligible, upon which the reduction in selling price will be reserved and paperwork re-generated for signature. You acknowledge that in the event you do not qualify for this credit after completing your yearly tax filing, you will not seek compensation from the dealership nor pursue legal action against the dealership for this credit or related costs.

X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 16:54 GMT
Buyer Date: 09/24/2024

X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:35:22 GMT
Co-Buyer Date: 09/24/2024

Date: 09/24/2024

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
JENNIFER SVONKIN 6996 SOQUEL DR # 22 APTOS CA 95003 County: SANTA CRUZ Email: j.svonkin@gmail.com Phone: (818) 445-6953 Cell: (818) 445-6953	ROSE SVONKIN 6996 SOQUEL DR # 22 APTOS CA 95003 County: SANTA CRUZ Email: rose.svonkin@gmail.com Phone: (818) 561-0551 Cell: (818) 561-0551	PALM BEACH MITSUBISHI 2700 S AUSTRALIAN AVE WEST PALM BEACH FL 33406 Salesperson: RYAN LESCH

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller for the amount and on the terms in this Vehicle Buyer's Order ("Agreement"). "Buyer" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Dealer," "we," "us," and "our" refer to the above Seller. In this Agreement, (e) means an estimate.

Vehicle Description				
Year:	Make:	Model:	Mileage:	Vehicle Identification Number:
2017	CHEVROLET	VOLT	98343	1G1RC6S50HU189210
New/Used/Demo/Executive:	Color:	Body:	Stock Number:	
USED	IRIDESCENT P	5DR HB LT	PV189210	

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company AAA Policy Number CAA163094541

Additional Sales Terms

If the Vehicle is used, unless indicated below, we do not know and are not able to make any representations about the Vehicle's history.

The Vehicle has previously been titled, registered or used as a (check all that apply) ☐ taxicab ☐ police vehicle ☐ short-term lease vehicle.

The Vehicle is titled as (check all that apply) ☐ rebuilt or assembled from parts ☐ kit car ☐ glider kit ☐ replica ☐ flood vehicle ☐ nonconforming vehicle (manufacturer buy back) ☐ custom vehicle ☐ street rod vehicle.

☐ THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Buyer X N/A

Co-Buyer X N/A

You represent that you have thoroughly inspected the Vehicle. You approve and accept it. You had an opportunity to have the Vehicle inspected on Seller's premises (but not its service department) by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this Agreement, this Vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the Vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the Vehicle that the Vehicle Manufacturer may provide.

We have provided to you written warranty information if any applies to the sale of the Vehicle. This includes any warranty indicated on the Used Car Buyers Guide if the Vehicle is used. By initialing below, you acknowledge that you received the warranty information.

Buyer's Initials J.S. Co-Buyer's Initials R.S.

As a condition of the Vehicle sale, we agree to perform the following services: N/A
N/A

You agree to schedule services by calling N/A within N/A days of this Agreement.

Trade-in Vehicle 1	Trade-in Vehicle 2
Year <u>N/A</u> Make <u>N/A</u> Model <u>N/A</u> VIN <u>N/A</u> Mileage <u>N/A</u> Trade-in Allowance \$ <u>N/A</u> Lienholder <u>N/A</u> Payoff Amount <u>N/A</u> Good Thru: <u>N/A</u> Lienholder <u>N/A</u> Payoff Amount <u>N/A</u> Good Thru: <u>N/A</u>	Year <u>N/A</u> Make <u>N/A</u> Model <u>N/A</u> VIN <u>N/A</u> Mileage <u>N/A</u> Trade-in Allowance \$ <u>N/A</u> Lienholder <u>N/A</u> Payoff Amount <u>N/A</u> Good Thru: <u>N/A</u> Lienholder <u>N/A</u> Payoff Amount <u>N/A</u> Good Thru: <u>N/A</u>

You assign to us all of your rights, title and interest in each Trade-In Vehicle. You represent that each Trade-In Vehicle was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, each vehicle you are trading in ☐ has ☐ has not been in any accident with damages exceeding \$500.

Buyer Initials N/A

Co-Buyer Initials N/A

SELLER'S RIGHT TO CANCEL. If Buyer and Co-buyer sign here, the Seller's Right to Cancel section on page 3 applies. It gives us the right to cancel if we are unable to assign the Retail Installment Sale Contract within 60 days of the date you and we sign it. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay us a charge of \$ 100.00 per day from the date of cancellation until the Vehicle is returned or repossessed.

X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-26 16:20 GMT

Buyer Signs

X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:34:51 GMT

Co-Buyer Signs

Trade-In Vehicle Payoff Agreement. We relied on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the page 1 trade-in payoff amount(s). You understand that each amount quoted is an estimate. We agree to pay the page 1 payoff amount(s) to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the page 1 amount, you must pay us the additional amount on demand. If the actual payoff amount is less than the page 1 amount, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

If you finance the Vehicle's purchase, you may do so through us or any finance source you choose. Another finance source could provide you terms more favorable than we do. If you purchase credit insurance, GAP or other third party product, we may receive a portion of the charges or other compensation from the product's provider.

Itemization of Sale	
Vehicle Purchase Price	11073.20
Predelivery Service Fees	
Predelivery Service Charge**	1199.00
Electronic Registration Filing Fee**	699.00
N/A	N/A
Additional Items	
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Taxes	
Sales Tax 9.50%	1212.55
County Tax	N/A
Other Tax (Describe)	N/A
N/A	N/A
Official Fees	
Title, Registration and/or License Fees	316.25
Lemon Law Fee (New Cars Only)	N/A
Lead-acid Battery Fee	N/A
New Tire Fee	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Total Cash Price	14500.00
Trade-in Allowance	N/A
Trade-in Payoff Balance	N/A
Net Trade-in (If negative, enter \$0 here and enter amount on Trade-in Balance Owning line.)	0.00
Cash Down Payment	N/A
Deferred Down Payment	N/A
Rebate (Describe) N/A	N/A
Other Down Payment (Describe)	N/A
N/A	N/A
Total Down Payment	N/A
Trade-in Balance Owning (See Net Trade-in)	N/A
Balance Due on Delivery	14500.00

****These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.**

Predelivery service fees are paid to the dealer (not a governmental fee). Charging predelivery service fees do not add or change any warranties provided on the Vehicle.

Exclusive venue and jurisdiction for any proceedings, including but not limited to mediation, arbitration or legal claims, shall be the Courts of Broward County, Florida.

Seller's Right to Cancel

#43

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on the front of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on page 2 of the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the Retail Installment Sale Contract. Seller's right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Retail Installment Sale Contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the Vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all Consideration Seller has received from you in connection with the Retail Installment Sale Contract.
- d. If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 2 of this Agreement and as may be provided in the Retail Installment Sale Contract for each day you do not return the Vehicle after receipt of the notice of cancellation.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any Consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

Definitions. The following definitions apply to this Agreement:

- "Consideration" is the amount of the down payment paid in cash plus the Trade-In Vehicle. If we are returning the Consideration, we will return the Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.
- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to an agreement, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the Vehicle Purchase Price, design and features. If we do, you may cancel this Agreement. If cancelled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the trade-in, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may re-appraise it if you deliver it to us at a later date. The re-appraised value will become the trade-in allowance. If the re-appraised value is less than the trade-in value in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle, we can keep any cash deposits you made to us. We may keep any cash deposits if you fail to keep any other promises in this Agreement. You will also be liable for our losses, expenses, and reasonable attorneys' fees in excess of cash deposits resulting from your failure to perform under this Agreement. You will be liable for these amounts except to the extent they are limited or prohibited by law. This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if this Agreement is cancelled because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. The Vehicle Purchase Price provided includes reimbursement for Federal Excise taxes. The Vehicle Purchase Price does NOT include sales, use, ad valorem, or other federal, state or local taxes unless specifically noted. It also does not include occupational taxes based on sales volume unless specifically noted. Unless prohibited, you agree to pay all taxes assessed on the transaction

in this Agreement. You agree to pay the taxes regardless of who is assessed with primary liability for them.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Balance Due on Delivery, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Balance Due on Delivery, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. If you finance the Balance Due on Delivery through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

This Agreement will continue in effect regarding the Vehicle sale even if you and we enter into a Retail Installment Sale Contract for its financing. In that case, the Retail Installment Sale Contract will control any inconsistencies between it and this Agreement.

Dishonored Payments. We may declare this Agreement null and void and retake the Vehicle if your down payment, balance due or other payment is dishonored or unpaid. If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. The creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any). Ask us if you have any questions about the Vehicle accessories and equipment.

Servicing and Collection Contacts. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Jury Trial Waiver. To the extent allowed by law, you and we both agree to waive the right to a jury trial if we go to court to resolve any claims in contract, tort, or otherwise, relating to this Agreement.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.


Predelivery Service Charge. The Predelivery Service Charge itemized in the Itemization of Sale section is paid to us. It is NOT the same as any similar charge itemized by the Manufacturer on the Monroney label (Manufacturer sticker).


Applicable Law. Federal law and the law of the state of Florida apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with us. We may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 22:16:36 GMT
Buyer's Signature



X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:35:06 GMT
Co-Buyer's Signature

This Vehicle Buyer's Order is the complete agreement between you and us relating to the sale of the Vehicle. There are no other written or oral agreements. Any change to this Agreement must be in writing and signed by you and us.

Buyer Signs: X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 22:16:36 GMT Co-Buyer Signs: X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:35:06 GMT

This Agreement is not binding on us until it is signed by our authorized representative.

This Agreement includes the terms and provisions on all pages of this Agreement. By signing, you represent that you read and agree to all the terms of this Agreement. You also represent that you received a completed copy of this Agreement.

Buyer Signs: X  E-SIGNED by JENNIFER SVONKIN
on 2024-09-24 22:16:40 GMT Co-Buyer Signs: X  E-SIGNED by ROSE SVONKIN
on 2024-09-25 01:35:09 GMT

Seller: X  E-SIGNED by Dan Shin
on 2024-09-24 22:07:56 GMT By: _____ Its: _____

Exhibit B

**CAR CARE
SERVICE PLAN**

209925

1 VEHICLE

CONTRACT # P00081308271 FORM D5NC1119 VIN # 3MVDMBBM1RM661451
YEAR 2024 MAKE MAZDA MODEL CX30 CURRENT ODOMETER READING 1120

2 DEALER

SELLING DEALER PALM BEACH MITSUBISHI DEALER # 99110
ADDRESS 2700 S AUSTRALIAN AVE CITY WEST PALM BEACH STATE FL ZIP 33406
LIENHOLDER LENDBUZZ FUNDING LLC ADDRESS 31 MILK STREET LBBY #960909 BOSTON MA 02196

3 CONTRACT HOLDER

FIRST NAME CRYSTAL LAST NAME WATERS CO-BUYER NAME _____
ADDRESS 100 ALAMOSA WAY CITY AMHERST STATE NY ZIP 14228
(AREA CODE) TELEPHONE # [REDACTED] EMAIL ADDRESS [REDACTED]

4 CAR CARE SERVICE PLAN

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

SELECT BOTH TERM (YEARS) / MILEAGE AND SERVICE LEVEL:					
3,000 MILES	3,750 MILES	5,000 MILES	6,000 MILES	7,500 MILES	10,000 MILES
<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/37,500	<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/36,000	<input checked="" type="checkbox"/> 3/37,500	<input type="checkbox"/> 4/50,000
<input type="checkbox"/> 3/36,000 STANDARD (MN3)	<input type="checkbox"/> 4/52,500 STANDARD (MNP)	<input type="checkbox"/> 3/35,000 STANDARD (MN5)	<input type="checkbox"/> 4/48,000 STANDARD (MN6)	<input type="checkbox"/> 4/52,500 STANDARD (MNV)	<input type="checkbox"/> 5/60,000 STANDARD (M10)
<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 6/70,000 <input type="checkbox"/>
<input type="checkbox"/> 4/48,000	<input type="checkbox"/> 6/75,000 PLUS (NP+)	<input type="checkbox"/> 4/50,000	<input type="checkbox"/> 6/72,000 PLUS (N6+)	<input type="checkbox"/> 6/75,000 PLUS (NV+)	<input type="checkbox"/> 7/100,000 PLUS (M+1)
<input type="checkbox"/> 5/60,000 PLUS (N3+)	<input type="checkbox"/> 7/101,250 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 PLUS (N5+)	<input type="checkbox"/> 7/102,000 <input type="checkbox"/>	<input type="checkbox"/> 7/105,000 <input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 6/75,000 <input type="checkbox"/>		<input type="checkbox"/> 6/75,000 <input type="checkbox"/>			
<input type="checkbox"/> 7/102,000 <input type="checkbox"/>		<input type="checkbox"/> 7/100,000 <input type="checkbox"/>			

CAR CARE PURCHASE DATE 10/28/2024 CAR CARE PURCHASE PRICE 3000.00



TXT

Text Messaging Authorization: By providing my phone number to Fidelity Warranty Services, Inc., and signing below, I consent to receive reminders, updates and other materials (including advertisements) by text message sent by an automatic telephone dialing system at the telephone number I provided. I understand that consent is not required as a condition of purchase. If I have any questions, I can call Fidelity Warranty Services, Inc. at 800-327-5172.

E-SIGNED BY CRYSTAL WATERS
on 2024-10-28 at 14:40 GMT

10/28/2024

CUSTOMER SIGNATURE

DATE

YOU UNDERSTAND THAT THE PURCHASE OF THIS CAR CARE SERVICE PLAN PRE-PAID MAINTENANCE CONTRACT IS OPTIONAL, CANCELLABLE AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.

*This Contract is subject to the **ARBITRATION** section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.*

5 SIGNATURESE-SIGNED BY CRYSTAL WATERS
on 2024-10-28 at 14:40 GMT

10/28/2024

CUSTOMER SIGNATURE

DATE

10/28/2024

CO-BUYER SIGNATURE

DATE

E-SIGNED BY DENE PEREZ
on 2024-10-28 at 15:47:07 GMT

DEALER SIGNATURE

10/28/2024

DATE

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.P.O. BOX 8567 ▼ DEERFIELD BEACH, FL 33443 ▼ 1-800-327-5172 ▼ www.fidelitywarrantyservices.com

COPY 1 - FWS ▼ COPY 2 - DEALER ▼ COPY 3 - LIENHOLDER ▼ COPY 4 - CUSTOMER

F-NMNC (09/19) ▼ D5NC (11/19)



CAR CARE SERVICE PLAN

209925

1 VEHICLE

CONTRACT # P00081308271 FORM D5NC1119 VIN # 3MVDMBBM1RM661451
 YEAR 2024 MAKE MAZDA MODEL CX30 CURRENT ODOMETER READING 1120

2 DEALER

SELLING DEALER PALM BEACH MITSUBISHI DEALER # 99110
 ADDRESS 2700 S AUSTRALIAN AVE CITY WEST PALM BEACH STATE FL ZIP 33406
 LIENHOLDER LENDBUZZ FUNDING LLC ADDRESS 31 MILK STREET LBBY #960909 BOSTON MA 02196

3 CONTRACT HOLDER

FIRST NAME CRYSTAL LAST NAME WATERS CO-BUYER NAME _____
 ADDRESS 100 ALAMOSA WAY CITY AMHERST STATE NY ZIP 14228
 (AREA CODE) TELEPHONE # _____ EMAIL ADDRESS _____

4 CAR CARE SERVICE PLAN

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

SELECT BOTH TERM (YEARS) / MILEAGE AND SERVICE LEVEL:					
3,000 MILES	3,750 MILES	5,000 MILES	6,000 MILES	7,500 MILES	10,000 MILES
<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/37,500	<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/36,000	<input checked="" type="checkbox"/> 3/37,500	<input type="checkbox"/> 4/50,000
<input type="checkbox"/> 3/36,000 STANDARD (MN3)	<input type="checkbox"/> 4/52,500 STANDARD (MNP)	<input type="checkbox"/> 3/35,000 STANDARD (MNS)	<input type="checkbox"/> 4/48,000 STANDARD (MN6)	<input type="checkbox"/> 4/52,500 STANDARD (MNV)	<input type="checkbox"/> 5/60,000 STANDARD (M10)
<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 6/70,000 <input type="checkbox"/>
<input type="checkbox"/> 4/48,000	<input type="checkbox"/> 6/75,000 PLUS (NP+)	<input type="checkbox"/> 4/50,000	<input type="checkbox"/> 6/72,000 PLUS (N6+)	<input type="checkbox"/> 6/75,000 PLUS (NV+)	<input type="checkbox"/> 7/100,000 PLUS (M+1)
<input type="checkbox"/> 5/60,000 PLUS (N3+)	<input type="checkbox"/> 7/101,250 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 PLUS (N5+)	<input type="checkbox"/> 7/102,000 <input type="checkbox"/>	<input type="checkbox"/> 7/105,000 <input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 6/75,000 <input type="checkbox"/>		<input type="checkbox"/> 6/75,000 <input type="checkbox"/>			
<input type="checkbox"/> 7/102,000 <input type="checkbox"/>		<input type="checkbox"/> 7/100,000 <input type="checkbox"/>			

CAR CARE PURCHASE DATE 10/28/2024 CAR CARE PURCHASE PRICE 3000.00

☐ **Text Messaging Authorization:** By providing my phone number to Fidelity Warranty Services, Inc., and signing below, I consent to receive reminders, updates and other materials (including advertisements) by text message sent by an automatic telephone dialing system at the telephone number I provided. I understand that consent is not required as a condition of purchase. If I have any questions, I can call Fidelity Warranty Services, Inc. at 800-327-5172.

 10/28/2024
 CUSTOMER SIGNATURE _____ DATE _____

YOU UNDERSTAND THAT THE PURCHASE OF THIS CAR CARE SERVICE PLAN PRE-PAID MAINTENANCE CONTRACT IS OPTIONAL, CANCELLABLE AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.
 This Contract is subject to the **ARBITRATION** section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.

5 SIGNATURES

 10/28/2024
 CUSTOMER SIGNATURE _____ DATE _____

CO-BUYER SIGNATURE _____ DATE _____

 10/28/2024
 DEALER SIGNATURE _____ DATE _____

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.

P.O. BOX 8567 ▼ DEERFIELD BEACH, FL 33443 ▼ 1-800-327-5172 ▼ www.fidelitywarrantyservices.com

COPY 1 - FWS ▼ COPY 2 - DEALER ▼ COPY 3 - LIENHOLDER ▼ COPY 4 - CUSTOMER

F-NMNC (09/19) ▼ D5NC (11/19)



**CAR CARE
SERVICE PLAN**

209925

1 VEHICLE

CONTRACT # P00081308271 FORM D5NC1119 VIN # 3MVDMBBM1RM661451
YEAR 2024 MAKE MAZDA MODEL CX30 CURRENT ODOMETER READING 1120

2 DEALER

SELLING DEALER PALM BEACH MITSUBISHI DEALER # 99110
ADDRESS 2700 S AUSTRALIAN AVE CITY WEST PALM BEACH STATE FL ZIP 33406
LIENHOLDER LENDBUZZ FUNDING LLC ADDRESS 31 MILK STREET LBBY #960909 BOSTON MA 02196

3 CONTRACT HOLDER

FIRST NAME CRYSTAL LAST NAME WATERS CO-BUYER NAME _____
ADDRESS 100 ALAMOSA WAY CITY AMHERST STATE NY ZIP 14228
(AREA CODE) TELEPHONE # (516) 997-7000 EMAIL ADDRESS crystal10012227@gmail.com

4 CAR CARE SERVICE PLAN

SEE OWNER'S MANUAL FOR YOUR VEHICLE'S ENGINE OIL SPECIFICATIONS AND COMPLETE LISTING OF FACTORY RECOMMENDED SERVICES

SELECT BOTH TERM (YEARS) / MILEAGE AND SERVICE LEVEL:					
3,000 MILES	3,750 MILES	5,000 MILES	6,000 MILES	7,500 MILES	10,000 MILES
<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/37,500	<input type="checkbox"/> 2/30,000	<input type="checkbox"/> 3/36,000	<input checked="" type="checkbox"/> 3/37,500	<input type="checkbox"/> 4/50,000
<input type="checkbox"/> 3/36,000 STANDARD (MN3)	<input type="checkbox"/> 4/52,500 STANDARD (MNP)	<input type="checkbox"/> 3/35,000 STANDARD (MN5)	<input type="checkbox"/> 4/48,000 STANDARD (MN6)	<input type="checkbox"/> 4/52,500 STANDARD (MNV)	<input type="checkbox"/> 5/60,000 STANDARD (M10)
<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 3/45,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 <input type="checkbox"/>	<input type="checkbox"/> 6/70,000 <input type="checkbox"/>
<input type="checkbox"/> 4/48,000 <input type="checkbox"/>	<input type="checkbox"/> 6/75,000 PLUS (NP+)	<input type="checkbox"/> 4/50,000 <input type="checkbox"/>	<input type="checkbox"/> 6/72,000 PLUS (N6+)	<input type="checkbox"/> 6/75,000 PLUS (NV+)	<input type="checkbox"/> 7/100,000 PLUS (M+1)
<input type="checkbox"/> 5/60,000 PLUS (N3+)	<input type="checkbox"/> 7/101,250 <input type="checkbox"/>	<input type="checkbox"/> 5/60,000 PLUS (N5+)	<input type="checkbox"/> 7/102,000 <input type="checkbox"/>	<input type="checkbox"/> 7/105,000 <input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 6/75,000 <input type="checkbox"/>		<input type="checkbox"/> 6/75,000 <input type="checkbox"/>			
<input type="checkbox"/> 7/102,000 <input type="checkbox"/>		<input type="checkbox"/> 7/100,000 <input type="checkbox"/>			

CAR CARE PURCHASE DATE 10/28/2024 CAR CARE PURCHASE PRICE 3000.00



TXT

Text Messaging Authorization: By providing my phone number to Fidelity Warranty Services, Inc., and signing below, I consent to receive reminders, updates and other materials (including advertisements) by text message sent by an automatic telephone dialing system at the telephone number I provided. I understand that consent is not required as a condition of purchase. If I have any questions, I can call Fidelity Warranty Services, Inc. at 800-327-5172.

E-SIGNED BY CRYSTAL WATERS
on 2024-10-28 at 15:41:01 GMT

10/28/2024

CUSTOMER SIGNATURE

DATE

YOU UNDERSTAND THAT THE PURCHASE OF THIS CAR CARE SERVICE PLAN PRE-PAID MAINTENANCE CONTRACT IS OPTIONAL, CANCELLABLE AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.

*This Contract is subject to the **ARBITRATION** section contained herein. Please see **STATE AMENDMENTS** section for additional state provisions.*

5 SIGNATURESE-SIGNED BY CRYSTAL WATERS
on 2024-10-28 at 15:41:01 GMT

10/28/2024

CUSTOMER SIGNATURE

DATE

10/28/2024

CO-BUYER SIGNATURE

DATE

E-SIGNED BY DANE PEREZ
on 2024-10-28 at 15:47:13 GMT

DEALER SIGNATURE

10/28/2024

DATE

SERVICE COMPANY AND ADMINISTRATOR:

FIDELITY WARRANTY SERVICES, INC.P.O. BOX 8567 ▼ DEERFIELD BEACH, FL 33443 ▼ 1-800-327-5172 ▼ www.fidelitywarrantyservices.com

COPY 1 - FWS ▼ COPY 2 - DEALER ▼ COPY 3 - LIENHOLDER ▼ COPY 4 - CUSTOMER

F-NMNC (09/19) ▼ D5NC (11/19)



PARTIES TO THIS CONTRACT: The following BOLD print appearing throughout this Contract has the following meanings: **"YOU"** and **"YOUR"** mean the customer named as Contract Holder on the front of this Contract. **"WE"**, **"US"** and **"OUR"** refer to Fidelity Warranty Services, Inc. ("FWS"), the obligor of this Contract. In some states **"WE"**, **"US"** and **"OUR"** refer to the Selling Dealer noted on the front page of the Contract. Please refer to the State Amendment section for exceptions.

PLAN COVERAGE: The coverage plan that applies to **YOUR** vehicle is determined by which box has been checked on the front of this Contract. Coverage will be provided according to the **TERM/MILEAGE** and **SERVICE LEVEL** selected by **YOU** on the front of this Contract. This is not an insurance policy, a warranty, or a guaranty.

CONTRACT PERIOD: Coverage under this Contract begins on the CAR CARE PURCHASE DATE shown on the front of this Contract and expires according to the **TERM** or **MILEAGE** of the plan selected, whichever occurs first. Plan expiration is measured in **TERM/MILEAGE** from the CAR CARE PURCHASE DATE and CURRENT ODOMETER READING.

VEHICLE COVERED SERVICES STANDARD PLANS

Lube, oil and filter change, plus multi-point inspection every 3,000, 3,750, 5,000, 6,000, 7,500 or 10,000 miles depending on the service interval selected. Clean and adjust brakes performed every 45,000 miles for 3,000, 3,750, 5,000 or 7,500 mile interval plans or every 48,000 miles for 6,000 mile interval plans or every 50,000 miles for 10,000 mile interval plans.

PLUS PLANS (Includes STANDARD Plan Coverage plus the following additional services)

Tire rotations performed every 6,000 miles for 3,000 and 6,000 mile interval plans or every 7,500 miles for 3,750 and 7,500 mile interval plans or every 5,000 miles for 5,000 and 10,000 mile interval plans.

CANCELLATION: This Contract may be cancelled by **YOU** at any time. To cancel, **YOU** must return to **YOUR** Selling Dealer or call **US**. If **YOU** cancel during the first thirty (30) days, a one hundred percent (100%) refund of the CAR CARE PURCHASE PRICE will be made. If **YOU** cancel after thirty (30) days but within sixty (60) days, a one hundred percent (100%) refund of the CAR CARE PURCHASE PRICE will be made, less an administration fee that FWS will charge and retain of \$50. If **YOU** cancel after sixty (60) days, a pro-rata refund of the CAR CARE PURCHASE PRICE will be made based upon the greater of the time or mileage expired from the CAR CARE PURCHASE DATE less an administration fee that FWS will charge and retain of \$50. In the event of cancellation, **YOU** authorize the LIENHOLDER to receive any refund amounts. Upon **OUR** receipt of notification of a total loss or repossession, the Contract will be terminated and all rights and interests to a refund under the Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. No refund will be made without surrendering all documentation regarding **YOUR CAR CARE SERVICE PLAN** including any coupons for services, if applicable. The Contract is non-cancellable by **US** except for fraud, material misrepresentation, or failure to pay the CAR CARE PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the CAR CARE PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Contract is cancelled by **US**.

TRANSFER: **YOU** may transfer this Contract to another owner but not to another vehicle. To transfer this Contract, **YOU** must mail the following four (4) items to FWS within thirty (30) days of transfer of vehicle ownership: 1.) a completed Transfer Form (or a letter containing the name and address of the new owner and **YOUR** authorization to transfer); 2.) a legible copy of the front page of this Contract; and 3.) a check for \$40 payable to FWS, for the transfer fee; and 4.) all documentation regarding your **CAR CARE SERVICE PLAN** including any coupons for services, if applicable. New documentation will be sent to the new owner. This Contract may not be transferred to any entity in the business of selling or leasing motor vehicles.

LIMITS OF LIABILITY:

1. This Contract will not pay for Mechanical Breakdown repairs, whether associated with or not associated with a prescribed service.
2. This Contract will not pay for any type of state or local taxes required on any prescribed services.
3. This Contract will not pay for any upgraded or extra cost products used during a prescribed service.
4. The payment for prescribed services as stated under **VEHICLE COVERED SERVICES** is the only remedy available to **YOU**. **WE** neither have nor assume any other obligation or responsibility with regard to this Contract and **YOUR** vehicle. **WE** neither assume, nor authorize anyone to assume for **US**, any additional liability.
5. **WE** may pay for or reimburse for any prescribed services covered by this Contract. Replacement filters, at our option, may be either Original Equipment Manufacturer (OEM) or of like kind and quality for **YOUR** vehicle. Charges for filters, labor and fluids charges must be at the usual and customary or discounted price applicable when the services are performed.

HOW TO SEEK REIMBURSEMENT: When prescribed services are required, **YOU** must return **YOUR** vehicle for service to **YOUR** Selling Dealer. If **YOU** cannot return **YOUR** vehicle to **YOUR** Selling Dealer, **YOU** must telephone **US** during normal working hours at 1-800-327-5172 to receive instructions. IF **YOU** DO NOT FOLLOW OUR INSTRUCTIONS, **WE** ARE NOT OBLIGATED TO REIMBURSE **YOU** FOR THE COST OF ANY SERVICES.

PAYMENTS: Any participating dealer may perform prescribed services covered under this Contract without charge to **YOU** for such services (except for any state or local taxes). If a participating dealer does charge **YOU** for prescribed services covered under this Contract, submit copies of all invoices and receipts pertaining to the authorized services within sixty (60) days from the date the service was performed, along with a copy of the front of **YOUR** Contract to: Fidelity Warranty Services, Inc., P.O. Box 8567, Deerfield Beach, FL 33443. Failure to comply with the responsibilities outlined above will result in the denial of **YOUR** reimbursement. If **YOU** have any questions, please contact Customer Service at the following number, 1-800-327-5172.

INSURANCE: OUR obligations under this Contract are insured by Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442. YOU are entitled to make a direct claim or request for refund at any time, for any reason to Courtesy Insurance Company. To do so, please call 1-800-298-8011 for instructions. In some states, such obligations may be insured by an alternative carrier. Please refer to the STATE AMENDMENTS section for exceptions.

GENERAL:

1. THE TERMS AND CONDITIONS OUTLINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENTS SHOULD BE RELIED UPON BY THE CONTRACT HOLDER INCLUDING ANY REPRESENTATIONS OF THE SELLING DEALER.
2. If it is not clear which **TERM/MILEAGE** or **SERVICE LEVEL** has been selected, **YOU** should contact **YOUR** Selling Dealer.
3. This Contract will be governed by the laws of the state in which it is sold.
4. No amendment, supplement, or waiver of any of the provisions of this Contract will be binding against the Selling Dealer or **US** unless it is in writing and is signed by one of the authorized representatives at **OUR** home office listed above.
5. **WE** may delegate the performance of **OUR** duties and obligations and assign **OUR** rights and benefits hereunder.

TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED: Please note: The following paragraph does not apply to a claim for vehicle repairs or reimbursement for such repairs under this Contract. Please see: **HOW TO SEEK REIMBURSEMENT** for a repair or reimbursement claim. Prior to bringing or participating in an arbitration (or lawsuit, to the extent the Arbitration Clause herein is inapplicable for any reason) asserting any claim in law or equity relating to this Contract or its subject matter (collectively "Legal Claims"), **YOU** must provide written notice of **YOUR** Legal Claim to **US** within one (1) year from the day on which **YOU** learned, or with reasonable diligence should have learned, of the basis of **YOUR** Legal Claim. Such written notice **must** identify by name and contract number the specific Contract to which **YOUR** Legal Claim relates. **The provision of such timely, written notice is a condition precedent to bringing any Legal Claim relating to this Contract or its subject matter.** If **YOU** fail to timely provide such written notice of any Legal Claim, **YOU** shall have waived such Legal Claim in all respects. If **YOU** do provide the timely, written notice required hereunder, **WE** shall have ninety (90) calendar days following actual receipt of such notice to cure the circumstance(s) giving rise to **YOUR** Legal Claim. **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Contract, net of benefits paid, shall constitute a full and complete cure of any such circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Contract or its subject matter. Each requirement set forth in this paragraph requires strict (not substantial) compliance and survives the Contract Period, transfer or cancellation of this Contract. **YOUR** obligations under this paragraph shall in no way be diminished or modified by the Arbitrator's obligation to apply statutes of limitation applicable at law in the event arbitration is filed.

ARBITRATION: **YOU** agree that any and all claims or disputes of any kind whatsoever arising from or relating to this Contract or the relationships resulting from this Contract, whether in contract, tort, pursuant to statute, regulation, or ordinance, or in equity or otherwise ("Claims"), shall, upon delivery of a written notice demanding arbitration to the other party or parties, be resolved by binding arbitration on an individual (not class) basis only. This includes, without limitation, Claims by **YOU** against the Selling Dealer, **US**, or their parents, affiliates, employees, officers, successors, or assigns, or against those entities' parents' or affiliates' employees, officers, successors, or assigns. **THIS AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS ONLY IS FULLY BINDING IN THE EVENT THAT A CLASS ACTION OR SIMILAR LAWSUIT OR CLASS ARBITRATION IS FILED IN WHICH YOU OTHERWISE WOULD BE ELIGIBLE TO PARTICIPATE IN ANY CAPACITY, INCLUDING BUT NOT LIMITED TO AS A MEMBER, CLASS REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL. THE PARTIES AGREE THAT THERE SHALL BE NO CLASS OR CONSOLIDATED ARBITRATION OF ANY CLAIM, AND EXPRESSLY WAIVE ANY RIGHT TO ARBITRATE OR LITIGATE IN A CLASS PROCEEDING.**

Such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (and not any state law concerning arbitration), this Arbitration Clause, and the applicable rules of JAMS, Inc. ("JAMS")—excluding any rules pertaining to class arbitration, and subject to any modification of those rules by this Arbitration Clause—in effect at the time of the written notice demanding arbitration. In the event of a conflict between the JAMS rules and this Arbitration Clause, this Arbitration Clause shall control. Applicable rules for JAMS are available at www.jamsadr.com or 1-800-352-5267. The Arbitrator shall apply statutes of limitation applicable at law, shall honor claims of privilege recognized at law, and if timely requested by any party, shall provide a reasoned, written explanation of the award's basis. Notwithstanding any provision otherwise in this Arbitration Clause or in the JAMS rules, any dispute regarding arbitrability, including the validity, enforceability, or applicability of the prohibition on classwide arbitration, shall be resolved by a court of competent jurisdiction, and not in arbitration. For avoidance of doubt, all disputes regarding the availability of classwide or consolidated arbitration, regardless of the posture under which such disputes arise, shall be resolved in court and not in arbitration. **THE PARTIES RECOGNIZE THAT THEY WILL NOT HAVE THE RIGHT TO A JURY TRIAL IN ARBITRATION. DISCOVERY AND RIGHTS TO APPEAL GENERALLY ARE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT, AND OTHER RIGHTS APPLICABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Arbitrations will be held within the federal judicial district encompassing the city and/or county where **YOU** reside or are located. The other parties to the arbitration (not including **YOU**) will pay in equal shares the first \$2,500 in fees charged by the arbitration administrator for Claim(s) asserted by **YOU** in the arbitration. Thereafter, unless the applicable JAMS rules or applicable law specify otherwise, the parties to the arbitration (including **YOU**) shall share the arbitration fees equally, which amounts shall not be recoverable in the arbitration. Each party to the arbitration shall be responsible for its own attorney, expert, and other fees, unless applicable law provides otherwise. This Arbitration Clause shall not apply to any individual claim brought by **YOU** in small claims court, unless such claim is transferred, removed, or appealed to a different court.

If any portion of this Arbitration Clause is deemed invalid or unenforceable, it shall not invalidate the other provisions of the Arbitration Clause; provided, however, that (a) if the prohibition on classwide arbitration is deemed invalid, then this entire Arbitration Clause shall be null and void; and (b) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the Arbitration Clause shall be null and void as to such claims only. This Arbitration Clause shall survive the Termination or cancellation of this Contract. In the event of a conflict between this Arbitration Clause and any other applicable arbitration provision, this Arbitration Clause shall control.

STATE AMENDMENTS: If this Contract is purchased in any of the following states, the following additional provisions will apply:

CALIFORNIA: **OUR** California Vehicle Service Contract Provider License# is 0B29333. The **INSURANCE** section is removed in its entirety and replaced with the following: Performance to **YOU** under this Contract is guaranteed by a California approved insurance company. **YOU** may file a claim or request a refund at any time, for any reason with this insurance company if any promise made in the Contract has been denied or has not been honored. The name and address of the insurance company is: Courtesy Insurance Company, 500 Jim Moran Boulevard, Deerfield Beach, Florida 33442, 1-800-298-8011. If **YOU** are not satisfied with the insurance company's response, **YOU** may contact the California Department of Insurance at 1-800-927-4357 or (213) 897-8921 out of state, or access the department's internet website at www.insurance.ca.gov. The **CANCELLATION** section is removed in its entirety and replaced with the following: This Contract may be cancelled by **YOU** at any time. To cancel, please contact **YOUR** Selling Dealer or FWS. If this Service Contract is cancelled by **YOU** during the first sixty (60) days, a one hundred percent (100%) refund of the CAR CARE PURCHASE PRICE will be made and no administration fee will be charged. If **YOU** cancel after sixty (60) days of CAR CARE PURCHASE DATE, a pro-rata refund will be made based upon the greater of the time or mileage expired from the CAR CARE PURCHASE DATE and odometer reading at CAR CARE PURCHASE DATE, less an administration fee that FWS will charge and retain of \$25 or ten percent (10%) of the unearned pro-rata CAR CARE PURCHASE PRICE, whichever is less. If this Contract is financed, upon a total loss or repossession, all rights and interests under the Contract will immediately transfer to the LIENHOLDER and the LIENHOLDER will be named sole payee for any refund amounts. The Contract is non-cancellable by **US** except for fraud by **YOU**, material misrepresentation by **YOU**, or failure by **YOU** to pay the CAR CARE PURCHASE PRICE. If **WE** cancel during the first sixty (60) days, **WE** will refund one hundred percent (100%) of the CAR CARE PURCHASE PRICE. If **WE** cancel after sixty (60) days, refunds will be calculated according to the pro-rata method. No administration fee will be charged if this Contract is cancelled by **US**. If **WE** cancel for nonpayment, **WE** will mail written notice to **YOU** stating the specific grounds for cancellation and informing **YOU** that the Contract will cease to be valid no less than five (5) days after the postmark date of the notice and that any refund due will be provided within thirty (30) days of the date of cancellation. If **WE** cancel for fraud or material misrepresentation, **WE** will mail written notice to **YOU** stating the specific nature of the misrepresentation and informing **YOU** a refund will be provided within thirty (30) days of the date of cancellation. If **WE** cancel this Contract, **WE** remain liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by this Contract. A Contract Holder is deemed to have reported a claim if he or she has completed the first step required under the **HOW TO SEEK REIMBURSEMENT** section of this Contract. The **ARBITRATION** section is removed in its entirety. **The LIMITS OF LIABILITY section item 4.) is amended to include the following language: The above does not limit the consumer from bringing potential actions as allowed by state law.** The **GENERAL** section item 5.) is amended to include the following language: **WE** may delegate ministerial duties but not claims decisions or legal liability. The **TIMELY, WRITTEN NOTICE OF LEGAL CLAIM REQUIRED** section is amended by the removal of the following language: **YOU** agree that a payment in the amount of damages claimed by **YOU** on an individual (not class) basis, in an amount not to exceed the maximum amount available under this Contract, net of benefits paid, shall constitute a full and complete cure of any circumstances and shall extinguish all Legal Claims **YOU** may have relating to this Contract or its subject matter. The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: **"I", "MY", "YOU" and "YOUR"** mean the customer named as Contract Holder on the front of this Contract, or any valid transferee. **"WE", "US" and "OUR"** refer to Fidelity Warranty Services, Inc. ("FWS" and **"FWS"**), the obligor of this contract.

WISCONSIN: The **PARTIES TO THIS CONTRACT** section is removed in its entirety and replaced with the following: The following **BOLD** print appearing throughout this Contract has the following meanings: **"YOU" and "YOUR"** mean the Contract Holder named on the front of this Contract. **"WE", "US", and "OUR"** refer to the Selling Dealer noted on the front of this Contract. The Selling Dealer has appointed Fidelity Warranty Services, Inc. (FWS), as the authorized administrator of this Contract. This is not an insurance policy, a warranty, or a guaranty. The **ABRITRATION** provision is amended as follows: If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision are not prohibited by the Wisconsin Consumer Act. Notwithstanding any provision contained herein to the contrary, **YOU** are not bound to participate in binding arbitration and retain the right to bring an action in a court of competent jurisdiction. The **GENERAL** section item 5.) is removed in its entirety. The **CANCELLATION** paragraph is amended to include the following language: A ten percent (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after the return of this contract.

**PALM BEACH
MITSUBISHI**

Agreement to Provide Physical Damage Insurance

To provide protection against serious financial loss should an accident or damage occur, I understand that my installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft, and collision, and that failure to provide such insurance gives the lien holder, LENDBUZZ FUNDING LLC, the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested that the policy contain a loss payable endorsement in favor of _____.

Name of Purchaser:

Name: CRYSTAL WATERS
Address: 100 ALAMOSA WAY
AMHERST NY 14228
Phone No.: (518) 227-7606

Vehicle Insured:

Year	Make	Body	Model	VIN #
2024	MAZDA	2.5 S SELE	CX-30	3MVDMBBM1RM661451

Insurance Company:

Name: PROGRESSIVE
Policy No.: 988403177
Effective Date: From: 10/21/2024 To: 04/21/2025
Coverage
() Collision 500.00 Deductible () Comprehensive
Type: () Broad Form or Standard () Fire Theft
() Limited

Insurance Agent:

Name: PROGRESSIVE MAX INSURANCE
Address: 6300 WILSON MILLS RD
City/ST/Zip: MAYFIELD VILLAGE OH 44143
Phone No.: (800) 776-4737



E-SIGNED by CRYSTAL WATERS
on 2024-10-28 19:34:25 GMT

Signature of Named Insured

10/28/2024

Date

Dealer Confirmation:

Name of Person Contacted:	Loss Payee () Yes () No
Name of () Company () Agency:	
Confirmed by:	Date: 10/28/2024



E-SIGNED by DAYENE PEREZ
on 2024-10-28 19:46:49 GMT

Dealer/Salesperson Signature

Palm Beach Mitsubishi

Dealership Name

Vehicle Air Pollution Control Statement

Florida Law prohibits the operation, sale, lease, or transfer of title of any automobile or light-duty truck (1975 or newer, 10,000 pounds gross vehicle weight or less) that has been tampered with. "Tampering" means the dismantling, removal, or rendering ineffective of any air pollution control device or system which has been installed on the vehicle by the vehicle manufacturer except to replace such device or system with a device or system equivalent in design and function to the part that was originally installed on the motor vehicle (316.2935, Florida Statutes).

As a motor vehicle dealer licensed to conduct business in the State of Florida, I hereby certify that the following air pollution emission control devices and system of this vehicle, if installed by the vehicle manufacturer or importer, have not been tampered with by me or by my agents, employees, or other representatives. I also hereby certify that I or persons under my supervision have inspected this motor vehicle and, based on said inspection, have determined that the air pollution control devices and systems listed below, if installed by the vehicle manufacturer or importer, are in place and appear properly connected and undamaged as determined by visual observation.

This certification shall not be deemed or construed as a warranty that any air pollution control device or system of the vehicle is in functional condition, nor does the execution or delivery of this certification create by itself grounds for a cause of action between the parties to this transaction.

MAKE: MAZDA	MODEL: CX-30	BODY TYPE: 2.5 S SELECT SPORT A
VIN: 3MVDMBBM1RM661451	YEAR: 2024	

Transferor's (Seller's) Signature: _____ E-SIGNED by DAPHNE PEREZ on 2024-10-28 18:48:01 GMT

Transferor's (Seller's) Printed Name: **PALM BEACH MITSUBISHI**

Transferor's (Seller's) Street Address: **2700 S AUSTRALIAN AVE**

City: **WEST PALM BEACH** State: **FL** Zip Code: **33406**

Date of Statement: **10/28/2024**

Transferee's (Buyer's) Signature: _____ E-SIGNED by CRYSTAL WATERS on 2024-10-28 18:25:46 GMT

Transferee's (Buyer's) Printed Name: **CRYSTAL WATERS**

Transferee's (Buyer's) Street Address: **100 ALAMOSA WAY**

City: **AMHERST** State: **NY** Zip Code: **14228**

1975 – 1980 Model Year:

1981 or Newer Model Year

Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap

Catalytic Converter
Fuel Inlet Restrictor
Unvented Fuel Cap
Exhaust Gas Recirculation System (EGR)
Air Pump and/or Air Injection System (AIS)
Fuel Evaporative Emissions System (EVP)

PV661451
Stock No.

Form approved by the Department of Environmental Protection

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

MAZDA

VEHICLE MAKE

CX-30

MODEL

2024

YEAR

3MVDMBBM1RM661451

VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:



AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



DEALER WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay N/A % of the labor and N/A % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:



MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.



MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.



OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.



SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE PAGE 2 for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks-bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)

Hoses damaged

Drum or rotor too thin (Mfr. Specs)

Lining or pad thickness less than 1/32 inch

Power unit not operating or leaking

Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

DEALER NAME

PALM BEACH MITSUBISHI

ADDRESS

2700 S AUSTRALIAN AVE WEST PALM BEACH FL 33406

TELEPHONE

EMAIL

(954) 271-1000

FOR COMPLAINTS AFTER SALE, CONTACT:

I HEREBY ACKNOWLEDGE RECEIPT OF THE BUYERS GUIDE AT THE CLOSING OF THIS SALE.

BUYER'S SIGNATURE:



E-SIGNED by CRYSTAL WATERS
on 2/28/25 at 10:29:40 GMT

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

Date: 10/28/2024

VEHICLE BUYER'S ORDER

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
CRYSTAL WATERS 100 ALAMOSA WAY AMHERST NY 14228	N/A	PALM BEACH MITSUBISHI 2700 S AUSTRALIAN AVE WEST PALM BEACH FL 33406
County: ERIE	County: N/A	Salesperson:
Email: crystal2042207@gmail.com	Email: N/A	
Phone: (518) 227-7606	Phone: N/A	
Cell: (518) 227-7606	Cell: N/A	CARSON ROE

Agreement to Purchase. Buyer and Co-Buyer agree to buy the vehicle described below ("Vehicle") from Seller. By signing this Buyer's Order ("Agreement"), you choose to buy the Vehicle for the amount and on the terms on all pages of this Agreement. "Buyer" and "you" refer to the above Buyer and Co-Buyer, separately and together. "Dealer," "we," "us," and "our" refer to the above Seller. In this Agreement, (e) means an estimate.

Vehicle Description				
Year:	Make:	Model:	Mileage:	Vehicle Identification Number:
2024	MAZDA	CX-30	1120	3MVDMBBM1RM661451
New/Used/Demo/Executive:	Color:	Body:	Stock Number:	
USED		2.5 S SELECT	PV661451	

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company **PROGRESSIVE** Policy Number **988403177**

Additional Sales Terms

If the Vehicle is used, unless indicated below, we do not know and are not able to make any representations about the Vehicle's history. If we have provided you with a third party vehicle history report, we do not guarantee or make any representation regarding its accuracy or completeness. We are providing the report to you for convenience purposes only.

The Vehicle has previously been titled, registered or used as a (check all that apply) ☐ taxicab ☐ police vehicle ☐ short-term lease vehicle.

The Vehicle is titled as (check all that apply) ☐ rebuilt or assembled from parts ☐ kit car ☐ glider kit ☐ replica ☐ flood vehicle ☐ nonconforming vehicle (manufacturer buy back) ☐ custom vehicle ☐ street rod vehicle.

You represent that you have thoroughly inspected the Vehicle. You approve and accept it. You had an opportunity to have the Vehicle inspected on Seller's premises (but not its service department) by a third party of your choice and at your expense. You are purchasing the Vehicle based on your inspection. You are not relying on any opinion, statement, or promise of the Seller or its employees that is not contained in the written agreements you are signing today.

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Buyer X **N/A**

Co-Buyer X **N/A**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this Agreement, this Vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the Vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the Vehicle that the Vehicle Manufacturer may provide.

We have provided to you written warranty information if any applies to the sale of the Vehicle. This includes any warranty indicated on the Used Car Buyers Guide if the Vehicle is used. By initialing below, you acknowledge that you received the warranty information.

Buyer's Initials **C.W.** Co-Buyer's Initials **N/A**

As a condition of the Vehicle sale, we agree to perform the following services: **N/A**

You agree to schedule services by calling **N/A** within **N/A** days of this Agreement.

Trade-in Vehicle 1				Trade-in Vehicle 2			
Year 2009	Make KIA	Model RIO		Year N/A	Make N/A	Model N/A	
VIN KNADE223996478091		Mileage 101500		VIN N/A		Mileage N/A	
Trade-in Allowance \$ 2000.00				Trade-in Allowance \$ N/A			
Lienholder N/A				Lienholder N/A			
Payoff Amount N/A Good through N/A				Payoff Amount N/A Good through N/A			
Lienholder N/A				Lienholder N/A			
Payoff Amount N/A Good through N/A				Payoff Amount N/A Good through N/A			

You assign to us all of your rights, title and interest in each Trade-In Vehicle. You represent that each Trade-In Vehicle was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, each vehicle you are trading in ☐ has ☐ has not been in any accident with damages exceeding \$500.

Buyer Initials **C.W.**

Co-Buyer Initials **N/A**

SELLER'S RIGHT TO CANCEL. If Buyer and Co-buyer sign here, the Seller's Right to Cancel section on page 4 applies. It gives us the right to cancel if we are unable to assign the Retail Installment Sale Contract within 60 days of the date you and we sign it. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay us a charge of \$ 100.00 per day from the date of cancellation until the Vehicle is returned or repossessed.

X  E-SIGNED by CRYSTAL WATERS
on 2024/02/28 15:30:24 GMT

Buyer Signs

X N/A

Co-Buyer Signs

Trade-In Vehicle Payoff Agreement. We relied on information from you and/or the lienholder or lessor of each Trade-In Vehicle to arrive at the page 1 trade-in payoff amount(s). You understand that each amount quoted is an estimate. We agree to pay the page 1 payoff amount(s) to each Trade-In Vehicle lienholder, lessor, or its designee. If the actual payoff amount is more than the page 1 amount, you must pay us the additional amount on demand. If the actual payoff amount is less than the page 1 amount, we will refund to you any overpayment we receive from the lienholder, lessor, or its designee.

If you finance the Vehicle's purchase, you may do so through us or any finance source you choose. Another finance source could provide you terms more favorable than we do. If you purchase credit insurance, GAP or other third party product, we may receive a portion of the charges or other compensation from the product's provider.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Itemization of Sale	
Vehicle Purchase Price	22390.00
Predelivery Service Fees	
Predelivery Service Charge**	1199.00
Electronic Registration Filing Fee**	799.00
N/A	N/A
Additional Items	
GOLD STANDARD	3000.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Taxes	
Sales Tax 8.88%	1841.63
County Tax	N/A
Other Tax (Describe)	
SALES TAX ON ANCILLARY PRODUCTS	180.00
Official Fees	
Title, Registration and/or License Fees	373.00
Lemon Law Fee (New Cars Only)	2.00
Lead-acid Battery Fee	1.50
New Tire Fee	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Total Cash Price	29786.13
Trade-in Allowance	2000.00
Trade-in Payoff Balance	N/A
Net Trade-in (If negative, enter \$0 here and enter amount on Trade-in Balance Owning line.)	2000.00
Cash Down Payment	2500.00
Deferred Down Payment	N/A
Rebate (Describe) N/A	N/A
Other Down Payment (Describe)	
N/A	N/A
Total Down Payment	4500.00
Trade-in Balance Owning (See Net Trade-in)	N/A
Balance Due on Delivery	25286.13

****These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.**

Predelivery service fees are paid to the dealer (not a governmental fee). Charging predelivery service fees does not add or change any warranties provided on the Vehicle.

Definitions. The following definitions apply to this Agreement:

- "Consideration" is the amount of the down payment paid in cash plus the Trade-In Vehicle. If we are returning the Consideration, we will return the Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the Trade-In Vehicle, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.
- "Manufacturer" means the entity that manufactured the Vehicle or its distributor. We are NOT an agent of the Manufacturer. The Manufacturer is NOT a party to this Agreement. References to Manufacturer are used to help describe the contractual relationship between the Manufacturer and us or to refer to warranties that might be separately provided to you directly by the Manufacturer.
- "Retail Installment Sale Contract" refers to an agreement, if any, that you sign agreeing to pay for the Vehicle purchase over time.
- "Trade-In Vehicle" refers to each used vehicle you are selling to us as part of a down payment to purchase the Vehicle. If you are selling us more than one used vehicle, "Trade-In Vehicle" refers to each vehicle separately and together. Each Trade-In Vehicle is identified on page 1 of this Agreement.

Manufacturer – New Vehicle Pricing, Design and Availability. The Manufacturer may change the price, design or features of its new vehicles without notice to us. If this occurs before we deliver the Vehicle to you, we may change the price of the Vehicle, design and features. If we do, you may cancel this Agreement. If cancelled for this reason, we will refund to you any amounts you have paid to us. We will also return any Trade-In Vehicle to you. You agree to pay us the reasonable charges for any detailing or repairs performed on the Trade-In Vehicle and any reasonable storage charges. If we have already sold the trade-in, we will pay you the amount we receive for the sale after adjusting for any payoff we made to a lienholder and costs for repair and reconditioning, if any.

If the Manufacturer changes its new vehicle designs, parts, accessories, or other features, we are not obligated to make the same or similar changes to the Vehicle either prior to or after delivery to you. Unless otherwise required by law, we are not obligated to notify you of any Manufacturer's future new vehicle design or feature changes.

Vehicle Delivery Delays. Preparing and delivering the Vehicle may involve a number of activities and third parties. We are not liable if delivery is delayed or fails when the cause is in any way outside our control or is without our fault or negligence.

Trade-In Vehicle. You will transfer title to the Trade-In Vehicle to us free and clear of all liens except those noted in this Agreement. You agree to provide us with evidence of title as we may require. You make the following representations about the Trade-In Vehicle: (a) you are the sole, lawful owner with all rights and authority needed to transfer ownership; (b) there are no liens or encumbrances except those noted in this Agreement; (c) it has never been titled under any state or federal "brand" such as "defective," "salvage," "flood," etc.; (d) its actual mileage is as provided in this Agreement; and (e) it contains all emission control equipment required which is all in working order, unless otherwise indicated in this Agreement. You authorize us to rely on these representations. If any of these representations are not true, we may elect to cancel this transaction. You will be responsible to pay for all damages resulting from your misrepresentations, including costs to recondition, legal fees, court and collection costs.

You give us permission to contact the lienholder(s) for payoff information.

Trade-In Allowance. The trade-in allowance provided in this Agreement is based on our appraisal of the Trade-In Vehicle when this Agreement is signed. We may re-appraise it if you deliver it to us at a later date. The re-appraised value will become the trade-in allowance. If the re-appraised value is less than the trade-in value in this Agreement, you will immediately pay us the difference. Instead, you may cancel this Agreement if you have not already taken delivery of the Vehicle.

Refusal or Failure to Accept Delivery and Other Non-Performance. If you refuse or fail to accept delivery of the Vehicle, we can keep any cash deposits you made to us. We may keep any cash deposits if you fail to keep any other promises in this Agreement. You will also be liable for our losses, expenses, and reasonable attorneys' fees in excess of cash deposits resulting from your failure to perform under this Agreement. You will be liable for these amounts except to the extent they are limited or prohibited by law. This section does not apply if you cancel this Agreement as allowed in the Trade-In Allowance or Manufacturer – New Vehicle Pricing, Design and Availability sections. This section also does not apply if this Agreement is cancelled because you are not able to obtain financing in the time allowed in the Balance Due and Payment section.

Taxes. The Vehicle Purchase Price provided includes reimbursement for Federal Excise taxes. The Vehicle Purchase Price does NOT include sales, use, ad valorem, or other federal, state or local taxes unless specifically noted. It also does not include occupational taxes based on sales volume unless specifically noted. Unless prohibited, you agree to pay all taxes assessed on the transaction in this Agreement. You agree to pay the taxes regardless of who is assessed with primary liability for them.

Balance Due and Payment. By signing this Agreement, you agree to purchase the Vehicle. If there is a Balance Due on Delivery, you must pay that amount in cash or obtain financing for it.

If the actual amount of title, registration and license fees is more than the amount charged in the Itemization of Sale, you agree to pay us the difference. If the actual amount is less than the amount charged in the Itemization of Sale, we will refund the overpayment to you.

If you finance the Balance Due on Delivery, you may do so through any finance source you choose. By signing this Agreement, we are NOT agreeing to finance your purchase of the Vehicle. If you finance the Balance Due on Delivery through a third party, we may cancel this Agreement if you do not obtain the financing within two business days. If you choose to finance your Vehicle purchase in a retail installment sale with us, you authorize us to assist in submitting your credit application to third parties for financing. If the transaction meets its requirements, a third party may agree to take assignment of a Retail Installment Sale Contract between you and us.

You understand that financing terms may vary from one source to another. You may be able to get more favorable financing terms with another finance source than through us.

This Agreement will continue in effect regarding the Vehicle sale even if you and we enter into a Retail Installment Sale Contract for its financing. In that case, the Retail Installment Sale Contract will control any inconsistencies between it and this Agreement.

Dishonored Payments. If any check or other payment instrument you give us is dishonored or any electronic payment you make is returned unpaid, you will pay a charge of \$25 if the payment amount is \$50 or less; \$30 if the payment amount is over \$50 but not more than \$300; \$40 if the payment amount is over \$300; or such amount as permitted by law.

BUYER TO PURCHASE VEHICLE INSURANCE. This Agreement does NOT include any state-required Vehicle insurance coverage. You must buy such insurance at your expense in the amounts and coverages required. You represent that you have or will buy required insurance before the Vehicle is delivered to you.

This Agreement does not include property insurance. The creditor may require it if you finance the Vehicle purchase. You must buy such insurance at your expense in the amounts and coverages required.

You agree to provide us with your insurance information if we request it. You represent that the insurance information you provide us is current and accurate.

Accessories and Additional Equipment. If the Vehicle includes accessories or equipment that are not listed on the Manufacturer's window sticker, they may not have been made or approved by the Manufacturer. Such items will not be covered by the Manufacturer's express limited warranty on the Vehicle (if any). Ask us if you have any questions about the Vehicle accessories and equipment.

Servicing and Collection Contacts. In consideration of our sale of the Vehicle to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

Jury Trial Waiver. To the extent allowed by law, you and we both agree to waive the right to a jury trial if we go to court to resolve any claims in contract, tort, or otherwise, relating to this Agreement.

Rebates, Incentives, and Discounts. We are not required to find or disclose all available rebates, incentives or discounts for which you might be eligible. If conditions apply to a rebate, incentive or discount, you must provide us with all necessary documentation to verify your eligibility. By this Agreement, all rebates, incentives, discounts and other similar payments are assigned to us.

Predelivery Service Charge. The Predelivery Service Charge itemized in the Itemization of Sale section is paid to us. It is NOT the same as any similar charge itemized by the Manufacturer on the Monroney label (Manufacturer sticker).

Applicable Law. Federal law and the law of the state of Florida apply to this Agreement.

General Terms. If any part of this Agreement is not enforceable for any reason, the other terms still apply and will be enforceable. Carrying out the intent of this Agreement may require you and us to sign a number of documents. You agree to assist as needed in their completion. You also agree to sign all documents reasonably needed to fulfill the promises and intent of this Agreement. You authorize us to correct any clerical error or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.

Seller's Right to Cancel

#60

- a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on the front of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on the front of the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the Retail Installment Sale Contract. Seller's right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract.
- b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Retail Installment Sale Contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of the notice of cancellation, you must return the Vehicle to Seller within 48 hours in the same condition as when sold other than reasonable wear for the time you had it. If Seller has already sold the Trade-in, the Seller will pay you the proceeds of the sale less any reasonable expenses incurred in connection with holding, preparing, reconditioning and selling the Trade-in and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on your behalf.
- d. If you do not return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you, including reasonable attorney's fees. If you fail to return the Vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller the charge shown in the Seller's Right to Cancel provision on page 2 of this Agreement and as may be provided in the Retail Installment Sale Contract for each day you do not return the Vehicle after receipt of the notice of cancellation.
- e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any Consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle and any daily charges you incur if you fail to return the Vehicle within 48 hours after the receipt of the notice of cancellation. If Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller/Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.


You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with us. We may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.


X  E-SIGNED by CRYSTAL WATERS on 2024-10-28 13:33:31 GMT X N/A
Buyer's Signature Co-Buyer's Signature

This Vehicle Buyer's Order is the complete agreement between you and us relating to the sale of the Vehicle. There are no other written or oral agreements. Any change to this Agreement must be in writing and signed by you and us.

Buyer Signs: X  E-SIGNED by CRYSTAL WATERS on 2024-10-28 13:33:31 GMT Co-Buyer Signs: X N/A

This Agreement is not binding on us until it is signed by our authorized representative.

This Agreement includes the terms and provisions on all pages of this Agreement. It includes the Arbitration Provision on page 4 of this Agreement. By signing, you represent that you read and agree to all the terms of this Agreement, including the Arbitration Provision. You also represent that you received a completed copy of this Agreement.

Buyer Signs: X  E-SIGNED by CRYSTAL WATERS on 2024-10-28 13:33:32 GMT Co-Buyer Signs: X N/A

SELLER
(Must be signed by an authorized representative of the Seller)

X By:  E-SIGNED by DARLENE PEREZ on 2024-10-28 15:46:22 GMT Title: DATE: 10/28/2024
Print Name: DARLENE PEREZ

CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY USING ELECTRONIC RECORDS AND SIGNATURES (“Consent”)

You have indicated that you wish to receive, sign, or transmit documents relating to your Transaction with us electronically. We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records or signatures in our Transaction with you.

In this Consent, the words “we,” “us,” and “our” mean (i) the **DEALERSHIP** from whom you are purchasing or leasing your motor vehicle (the “**DEALERSHIP**”); and (ii) any assignee of the financing contract or lease agreement, or the original creditor on a loan agreement (the “**FINANCING INSTITUTION**”). The words “you” and “your” mean the person giving consent as well as any co-applicants and co-owners of any product or service we provide to the person giving consent as part of this Transaction.

“**Transaction**” means your purchase agreement, application for credit, the retail installment sales contract, loan agreement, or lease agreement providing for the purchase or lease of a motor vehicle, and the review, execution, and delivery of the documents related to your purchase or lease. It also includes the purchase of all related products and services provided to you and described in the Communications.

“**Communication(s)**” means each disclosure, notice, purchase agreement, retail installment sales contract, loan agreement, lease agreement, undertaking, fee schedule, periodic statement, record, notice of credit decision, ACH authorizations, other documents or information we provide to you, or that you sign or submit or agree to at our request in connection with the Transaction. The Communications will contain important information and required disclosures that apply to the Transaction. Please review them carefully.

1. Your Consent. You (i) agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form; and (ii) consent to receiving any of the Communications we provide to you via email, text message, or other electronic medium. We may also use electronic signatures and obtain them from you on any Communication, even if we provide you the Communications in paper form. You must consent to receive the Communications electronically to complete this Transaction electronically.

The Communications may be presented, executed, and delivered at the DEALERSHIP, or, for eligible electronic transactions, via our signature and document delivery service and website (“System”).

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. You do not have to consent to receive Communications electronically and can withdraw your consent at any time. If you decide to withdraw consent before you complete the Transaction, you may do so without charge by either exiting the System, by selecting the online option to withdraw consent, or by contacting the **DEALERSHIP**. If you withdraw consent before the Transaction is complete, you may be required to restart the Transaction. If you withdraw your consent to receive electronic records before you sign the Communications, you may be able to continue this Transaction in person.

Your withdrawal of consent with respect to this Transaction does not affect any other consent you have given us at any other time to use electronic records and signatures, and it does not affect the legal effectiveness, validity, or enforceability of the electronic Communications that were provided to you before your withdrawal became effective.

3. How to Update Your Contact Information. It is your responsibility to provide us with accurate and complete e-mail address, mailing address, mobile/cellular telephone number, and other contact information at the time of your Transaction and after the time of your Transaction, when your contact information changes. To update your information during the Transaction, please notify our representative assisting you with your Transaction; to update your contact information after the time of your Transaction, please notify your **FINANCING INSTITUTION**.

4. Hardware and Software Requirements. To receive or retain electronic Communications, you must have access to a desktop, laptop, or tablet that is connected to the internet and has the following capabilities and software. Some DEALERSHIPS may offer mobile phone Transactions. To receive or retain electronic Communications in these DEALERSHIPS, you must have access to a mobile phone that is connected to the internet and has the following capabilities and software.

a. Internet Browser:

1. The System will support the most Current Version of the major desktop, laptop, and tablet internet browsers.
2. Your internet browser must be capable of supporting 128-bit SSL encrypted communications.

Mobile phone Transactions may not be supported by all DEALERSHIPS.

b. Read and Display Requirements:

1. Current Version of Adobe Reader® or a PDF reader program capable of viewing and printing Adobe PDF documents.
2. The ability to receive files in an electronic format, including PDF.

c. Printer or Storage Space Requirements:

1. You will need access to a printer to print the Communications; or
2. Sufficient computer storage space to retain the Communications.

d. You must also have:

1. An active email address.
2. An SMS-enabled mobile/cellular telephone.
3. If applicable, the code/password assigned you during the Transaction.

For Transactions you complete on our hardware, we will supply any additional required hardware and software. By "Current Version," we mean a version of the software that is currently supported by its publisher. From time to time, we may offer services or features that require the Internet browser you are using to be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that the Internet browser you are using is not properly configured or not a supported version, we may provide you with an error notice or deny access to the System. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with your Transaction.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies.

a. Transactions Completed Using Our Hardware and Software

For Transactions completed using our hardware and software we will use electronic signatures obtained from you for Communications and we will provide those Communications to you in paper form at the time of your Transaction, or, if available at your **DEALERSHIP**, you may elect to receive the Communications electronically. For these Transactions, we will tell you that you will be receiving a paper copy of the Communications at the time of your Transaction or, if available at your **DEALERSHIP**, tell you that you may elect to receive the Communications electronically.

b. Transactions Completed Using Your Hardware and Software

For Transactions completed using your hardware and software to access our System, we will use electronic signatures obtained from you for Communications and we will provide those Communications to you at the time of your Transaction. For these Transactions, we will tell you that you will be receiving an electronic copy of the Communications at the time of your Transaction.

For these Transactions, we will not send you a paper copy of electronic Communications unless you request it, as provided below, or we otherwise deem it appropriate to do so.

For all Transactions, you have the right to request paper copies of the Communications and can obtain a paper copy of any Communication we provide to you electronically by printing it yourself or by requesting your **DEALERSHIP** provide you with a paper copy at the time of your Transaction. Such requests for paper copies to your **DEALERSHIP** can be made at the time of your Transaction or up to fourteen (14) days after the date of your Transaction. After this time, you can request a copy of any Communication by contacting your **DEALERSHIP** or **FINANCING INSTITUTION**. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

6. Retaining Copies of Electronic Communications. We encourage you to print or download, for your records, a copy of all electronic Communications, including this Consent disclosure.

7. Termination/Changes. We reserve the right, in our sole discretion, to (i) provide you with Communications in paper or electronic form, as described above; (ii) discontinue the provision of your Communications electronically; or (iii) terminate or change the terms and conditions on which we provide your Communications to you electronically. The Communications that we provide to you electronically will be available to you electronically for fourteen (14) days after the date (a) your Transaction is completed; and (b) we provide access to the Communications to you via our System. After this time, if you wish to receive a copy of the Communications, you must request a paper copy from your **FINANCING INSTITUTION**.

By accepting below, you confirm that (i) you have reviewed and agree to be bound by the terms of this Consent; (ii) you are consenting to the use of electronic records and signatures in connection with this Transaction; and if we provide the Communications to you electronically, you are (i) consenting to receive your Communications through the use of the System; (ii) confirming that you have access to the hardware and software described above; (iii) confirming that you are able to receive and review electronic records; (iv) confirming that you have an active email account, SMS-enabled mobile/cellular telephone, if applicable, the password/code assigned you during the Transaction and the ability to access, view, and retain HTML and PDF files; and (v) your electronic signature has the same effect as your signature on paper Communications. You are also confirming that you are authorized to, and do, consent on behalf of all of your co-applicants and other-owners of any product or service we provide to you as part of this Transaction.

By accepting below, you also agree that any electronic records signed using the System are accepted and signed by us at our business premises. Any Communications that require our signature are completed and binding on us only when we receive and execute them.

By accepting below, you agree that the sale or lease of a motor vehicle is complete at the time and place that we deliver the motor vehicle per the agreement below. You and we agree that we will deliver the motor vehicle to you by making the motor vehicle available to you to take possession of it at our place of business once you and we have completed execution of the applicable Communications that require signature. We may agree to help you arrange transportation of the motor vehicle to another place of your choosing after we have delivered it to you at our place of business; however, you acknowledge and agree that: (i) our helping you with transportation of the vehicle in this way is at your request, as your agent, and for your convenience; and (ii) any such transportation of the vehicle that occurs is after the sale or lease is complete and after it was delivered by us at our place of business.

By accepting below you also agree that the System may be designed only for use on desktop, laptop, and tablet computing devices and that mobile phone Transactions may not be supported by all DEALERSHIPS.

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME, VESSEL or VESSEL with TRAILER**Please submit this form to your local tax collector office or license plate agent.**<http://www.fhsmv.gov/locations/>

As of today, 10/ 28/ 2024, I/we hereby name and appoint, PALM BEACH MITSUBISHI,
(Full Legibly Printed Name is Required)

to be my/our lawful attorney-in-fact to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home, vessel, or vessel with a trailer described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we or myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.


Please check only one of the following options:

☒ **Motor Vehicle** ☐ **Mobile Home** ☐ **Vessel** ☐ **Vessel with an Untitled Trailer**
(Trailers less than 2,000 pounds) ☐ **Vessel with a Titled Trailer**
(Trailers 2,000 pounds or more)

Year	Make/Manufacturer	Body Type	Title Number	Vehicle Identification Number (VIN)/ Hull Identification Number (HIN)
2024	MAZDA CX-30	2.5 S		3MVDMBBM1RM661451

NOTICE TO OWNER(S): Please complete this form in its entirety prior to signing.

Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.

Legibly Printed Name of Owner ("Grantor") CRYSTAL WATERS		Signature of Owner ("Grantor")  <small>E-SIGNED BY CRYSTAL WATERS on 2024-10-28 12:33:58 GMT</small>	
Driver License, Identification Card or FEID Number of Owner 700663965		Date of Birth of Owner, if applicable 01/29/2004	
Owner's Address 100 ALAMOSA WAY	City AMHERST	State NY	Zip Code 14228
Legibly Printed Name of Co-Owner ("Grantor"), if applicable N/A		Signature of Co-Owner ("Grantor") N/A	
Driver License, Identification Card or FEID Number of Co-Owner N/A		Date of Birth of Co-Owner, if applicable N/A	
Co-Owner's Address N/A	City N/A	State N/A	Zip Code N/A

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the buyer only or the seller only. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

A licensed dealer and his/her employees are considered a single entity. The Owner and/or Co-owner must be the same for ALL vehicles, mobile homes, vessels, or vessels with a trailer listed above.



FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE

Please submit this form to your local tax collector office or license plate agency.

<https://www.flhsmv.gov/locations>

Note: All fields are required unless otherwise stated or not applicable.

Application Type: ☐ Original ☐ TransferRequest to print Certificate of Title: ☐ No ☐ Yes: In office ☐ Yes: MailedOff-Highway Vehicle Type: ☐ All-Terrain Vehicle (ATV)☐ Recreational Off-Highway Vehicle (ROV)☐ Off-Highway Motorcycle (OHM)

Section 1: OWNER/APPLICANT INFORMATION

Customer Number	Fleet Number	Unit Number	Owner's County of Residence ERIE	
Owner Details:		Are you a Florida Resident? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Are you a US Citizen? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. <input type="checkbox"/> OR <input type="checkbox"/> AND (If neither box is checked, the title will be issued with "and.")		Select, if applicable: <input type="checkbox"/> Life Estate/Remainder Person <input type="checkbox"/> Tenancy by the Entirety <input type="checkbox"/> With Rights of Survivorship		
Owner's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name) CRYSTAL WATERS	Owner's Phone Number (Voluntary) (518) 227-7606	Owner's Email (Voluntary) crystal1204229@gmail.com	Sex F	Date of Birth 02/28/2024
FL DL/ID or FEID/Suffix Number 700663965	Owner's Mailing Address 100 ALAMOSA WAY	City AMHERST	State NY	Zip Code 14228
Owner's Residential Street Address 100 ALAMOSA WAY		City AMHERST	State NY	Zip Code 14228
Mail To Customer Name (If different from above owner)	Mail To's Phone Number (Voluntary)	Mail To's Email (Voluntary)	Sex	Date of Birth
FL DL/ID or FEID/Suffix Number	Mail To's Address (If different from above mailing address)	City	State	Zip Code
Co-Owner Details:		Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO		
<input type="checkbox"/> Co-Owner or <input type="checkbox"/> Lessee's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name)		Co-Owner's Phone Number (Voluntary)	Co-Owner's Email (Voluntary)	Sex
FL DL/ID or FEID/Suffix Number		Co-Owner's/Lessee's Mailing Address	City	State
Co-Owner's/Lessee's Residential Street Address		City	State	Zip Code

Section 2: MOTOR VEHICLE DESCRIPTION

Vehicle Identification Number (VIN) 3MVDMBBM1RM661451	Florida Title Number	License Plate Number	Previous State of Issue	
Make/Manufacturer MAZDA	Model CX-30	Year 2024	Body 2.5 S	Color
Length Ft. ____ In. ____	Weight	GVW	BHP/CC	
Van Use (If applicable) <input type="checkbox"/> Passenger <input type="checkbox"/> Other	Fuel Type <input type="checkbox"/> Natural Gas (Liquid) <input type="checkbox"/> Natural Gas (Compressed) <input type="checkbox"/> Hybrid (Gas/Electric) <input type="checkbox"/> Hybrid (Diesel/Electric) <input type="checkbox"/> Electric			

Section 3: BRANDS, USAGE AND TYPE (Check applicable types)

<input type="checkbox"/> Assembled from Parts	<input type="checkbox"/> Autonomous	<input type="checkbox"/> Bonded Title	<input type="checkbox"/> Custom	<input type="checkbox"/> Electric	<input type="checkbox"/> Flood	<input type="checkbox"/> Glider Kit	<input type="checkbox"/> ILEV	<input type="checkbox"/> Kit Car
<input type="checkbox"/> Long Term Lease	<input type="checkbox"/> Manuf. Buy Back	<input type="checkbox"/> Police Veh.	<input type="checkbox"/> Private Use	<input type="checkbox"/> Rebuilt	<input type="checkbox"/> Replica	<input type="checkbox"/> Short Term Lease	<input type="checkbox"/> Street Rod	<input type="checkbox"/> Taxicab

Section 4: LIENHOLDER INFORMATION (If applicable)

ELT Customer <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	FEID/Suffix # 78800	DMV Account #	DL/ID #, Sex and DOB	Lienholder's Phone Number (Voluntary)	Lienholder's Email (Voluntary)
Date of Lien 10/28/24	Lienholder's Mailing Address 31 MILK STREET LBBY #960909	City BOSTON	State MA	Zip Code 02196	
Lienholder's Name (If box is not checked, title will be mailed to the first lienholder.) LENDBUZZ FUNDING LLC			<input type="checkbox"/> Check this box if you, lienholder representative, authorize the Department to send the motor vehicle title to the owner and sign here: _____		

Section 5: TRANSFER TYPE (If applicable)

If ownership has transferred, how and when was the motor vehicle acquired? <input type="checkbox"/> Sale (Price: \$ _____) <input type="checkbox"/> Gift <input type="checkbox"/> Repossession <input type="checkbox"/> Court Order <input type="checkbox"/> Other (Specify): _____	Inheritance	Date Acquired: 10 / 28 / 2024
--	-------------	---

Section 6: ODOMETER DECLARATION

WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.		
I/we state that this <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6-digit odometer now reads <u>1, 1 2 0</u> .xx miles. (No tenths)	Date Read: 10 / 28 / 2024	
I/we hereby certify that to the best of my/our knowledge the odometer reading:		
<input checked="" type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE.	<input type="checkbox"/> 2. IS NOT THE ACTUAL MILEAGE.	<input type="checkbox"/> 3. IS IN EXCESS OF ITS MECHANICAL LIMITS.



FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE

Section 7: DEALER SALES TAX REPORT AND MOTOR VEHICLE TRADE IN INFORMATION (If applicable)

Florida Sales Tax Registration Number 92-2491213	Dealer License Number VF11474831	Date of Sale 10/28/2024	Amount of Tax 2021.63	Dealer/Agent Signature
Year of Trade In	Make of Trade In	Title Number of Trade In (If known)	Vehicle Identification Number (VIN) of Trade In	

Section 8: MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION

This section requires a physical inspection and a verification of the vehicle identification number (VIN) (or the motor number for motor vehicles manufactured prior to 1955) of the motor vehicle described on this form by a licensed Florida dealer, Florida notary public, law enforcement officer, or authorized FLHSMV, tax collector (TC) or license plate agency (LPA) employee. Complete this section on all used motor vehicles, including trailer (with abbreviation of "TL" and a weight of 2,000lbs or more), not currently titled in Florida.

I, the undersigned, certify that I have physically inspected the above-described vehicle:

Vehicle Identification Number (VIN) 3MVDMBBM1RM661451	Name Certifying Inspector	Certifying Inspector Signature 	Date 10/28/2024
Select which option best represents the certifying inspector:			<input type="checkbox"/> Florida Notary Public (Stamp or Seal)
<input type="checkbox"/> Law Enforcement	Agency Name: _____	Badge Number: _____	Signature: _____
<input checked="" type="checkbox"/> Florida Dealer	Dealer Name: PALM BEACH MITSUBISHI	Dealer Number: VF11474831	
<input type="checkbox"/> FLHSMV	Office Name: _____	User ID/Badge: _____	
<input type="checkbox"/> Tax Collector or License Plate Agency	Agency Name: _____	County/Agency: _____	

Section 9: SALES TAX EXEMPTION CERTIFICATION (If applicable)

The purchase of a recreational vehicle to be offered for rent as living accommodations does not qualify for exemption. I certify the motor vehicle described has been purchased and is exempt from the sales tax imposed by Chapter 212, Florida Statutes, by:

<input type="checkbox"/> Purchaser (state agencies, counties, etc.) holds valid exemption certificate	<input type="checkbox"/> Vehicle will be used exclusively for rental.
Consumer's Certificate of Exemption Number: _____	Sales Tax Registration Number: _____
I hereby certify that ownership of the motor vehicle described on this application, is not subject to Florida Sales and Use Tax for the following reason:	
<input type="checkbox"/> Inheritance <input type="checkbox"/> Gift <input type="checkbox"/> Divorce Decree <input type="checkbox"/> Transfer between a married couple <input type="checkbox"/> Other: _____	
<input type="checkbox"/> Even trade or trade down _____	
(State the facts of the even trade or trade down and the transferor information, including the transferor's name and address.)	

Section 10: REPOSSESSION DECLARATION

☐ I certify that this motor vehicle was repossessed upon default in the terms of the lien instrument and is now in my possession.

Section 11: NON-USE AND OTHER CERTIFICATIONS

If checked, the following certifications are made by the applicant:

- ☐ I certify that the certificate of title is lost or destroyed.
- ☐ The vehicle identified will not be operated on the streets and highways of this state until properly registered.
- ☐ Other: (explain) _____

Section 12: APPLICATION ATTESTMENT AND SIGNATURES

I/we physically inspected the VIN. (More than one form HSMV 82040 may be used for additional signatures.)

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Full Name of Applicant, Owner CRYSTAL WATERS	Signature of Applicant, Owner 	Date 10/28/2024
Full Name of Applicant, Co-Owner N/A	Signature of Applicant, Co-Owner N/A	Date N/A

Section 13: RELEASE OF SPOUSE OR HEIRS INTEREST (If applicable)

The undersigned person(s) state(s) that _____ died on _____

(Name of deceased) (Date)

- ☐ Testate (with a will) ☐ Intestate (without a will) and left the surviving heir(s) named below.
- ☐ When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

(More than one form HSMV 82040 may be used for additional signatures.)

Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date
Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date

That at the time of death the decedent was owner of the motor vehicle described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle to:

Full Name of Applicant	Signature of Applicant	Date
Full Name of Applicant	Signature of Applicant	Date

FLORIDA INSURANCE AFFIDAVIT

Under penalty of perjury, I CRYSTAL WATERS certify that I have
(Name of Insured)

Personal Injury Protection, Property Damage Liability, and, when required, Bodily Injury Liability

Insurance currently in effect with PROGRESSIVE under
(Name of Insurance Company)

988403177 covering the following motor vehicle:
(Policy Number) Company Code Number (5 digits)

2024
Year

MAZDA
Make

3MVDMBBM1RM661451
Vehicle Identification Number

This insurance company is licensed to issue insurance policies in Florida. I understand that my driver license, license plate(s) and registration(s) will be suspended effective from the registration date, if the insurer denies that this policy is in force.

E-SIGNED by CRYSTAL WATERS
on 2024/02/28 13:29:50 GMT

Signature of Insured

WARNING: GIVING FALSE INFORMATION IN ORDER TO OBTAIN A VEHICLE REGISTRATION CERTIFICATE IS A CRIMINAL OFFENSE UNDER FLORIDA LAW. ANYONE GIVING FALSE INFORMATION ON THIS AFFIDAVIT IS SUBJECT TO PROSECUTION.

Department of
Motor VehiclesVEHICLE REGISTRATION
TITLE APPLICATION FOR
DEALER SALESThis form is available at dmv.ny.govBatch
File No.

Office Use Only

Class

☐ Orig ☐ Activity ☐ Renewal ☐ Lease Buyout
☐ Dup ☐ Activity W/RR ☐ Renew W/RR ☐ Sales Tax with Title

Three of Name

I WANT TO:

☐ REGISTER A VEHICLE☐ RENEW A REGISTRATION☐ GET A TITLE ONLY

Plate Number

☐ CHANGE A REGISTRATION☐ REPLACE LOST OR DAMAGED ITEMS☐ TRANSFER PLATES

1 NAME OF PRIMARY REGISTRANT (Last, First, Middle or Business Name)

Registrant Type

☐ Individual☐ Co-Registrants☐ Corp/Organization

WATERS CRYSTAL

NYS driver license ID number of PRIMARY REGISTRANT

☐ No ID #

DATE OF BIRTH

SEX

☐ M ☒ F ☐ X

NAME OF CO-REGISTRANT (Last, First, Middle)

NYS driver license ID number of CO-REGISTRANT

☐ No ID #

DATE OF BIRTH

SEX

☐ M ☐ F ☐ XNAME CHANGE? ☐ YES ☒ NOADDRESS CHANGE? ☐ YES ☒ NO

TELEPHONE NUMBER

Area Code

()

MOBILE TELEPHONE NUMBER

Area Code

(516) 227-7888

FORMER NAME (If name was changed you must present proof)

EMAIL

~~crystal2012297@gmail.com~~

THE ADDRESS WHERE PRIMARY REGISTRANT GETS MAIL (Include Street Number and Name, Rural Delivery or box number. This address will be on the document.)

100 ALAMOSA WAY

Apt. No.

City or Town

AMHERST

State

N Y

Zip Code

14228

County of Residence

ERIE

THE ADDRESS WHERE PRIMARY REGISTRANT RESIDES IF DIFFERENT FROM THE MAILING ADDRESS. (DO NOT GIVE A P.O. BOX.)

Apt. No.

City or Town

State

Zip Code

2 VEHICLE IDENTIFICATION NUMBER

3MVDMBBM1RM661451

VEHICLE DESCRIPTION

Year

2024

Make

MAZDA

Body Type (mark one)

☐ 2-Door ☐ 4-Door ☐ Pick-up ☐ Van☐ Convertible ☐ Suburban/SUV ☐ Trailer☐ Motorcycle ☐ Tow ☐ Other N/A

Color 1

Color 2

Unladen Weight

Type of Power (Fuel)

☒ Gas ☐ Diesel ☐ Electric ☐ Flex ☐ CNG ☐ Propane ☐ None

Cylinders

00

For trailers & commercial vehicles

Maximum Gross Weight

(Including driver)

Adult Seating Capacity

Odometer Reading in Miles

1120

Office Use Only

Mileage Brand

A E N

For commercial vehicles

Axles

Distance

CHANGES: Describe any vehicle changes and the reasons for the changes. (SUBMIT NYS TITLE IF ISSUED)

3 If the OWNER of the vehicle is DIFFERENT from the REGISTRANT, the OWNER must complete this section.

NYS driver license number of OWNER

NAME OF CURRENT OWNER(s) (Last, First, Middle)

DATE OF BIRTH

Month Day Year

☐ No ID #

NAME OF CO-OWNER →

SEX

☐ M ☐ F ☐ X

THE ADDRESS WHERE OWNER GETS MAIL (Include the Street Number and Name, Rural Delivery or box number)

Apt. No.

City or Town

State

Zip Code

County

(Signature of owner or authorized person, and signature of co-owner if applicable)

(Date)

DEALER USE ONLY - LIEN FILING - Alterations are not allowed in the lienholder section below

Choose one → ☐ There are no liens ☐ I am filing for the lienholder(s) listed below

Lien Filing Code

Lienholder Name

Lienholder Mailing Address (number, street, city, state, zip code)

78800

LEND BUZZ FUNDING LLC

31 MILK STREET LB BY #960909 BOSTON MA 02196

NEW YORK DEALERS ONLY

Did you issue plates to this vehicle?

☐ Yes ☐ No

Plate Number

Reg. Class

Date Temp Issued

Facility ID Number

DEALER CERTIFICATION: I certify that all information provided on this application is true.

I take responsibility for the integrity of the papers delivered to the Motor Vehicles office.

(Signature of Dealer or Authorized Representative)

OFFICE USE ONLY

New Plate										New Class						Ins. Co. Code					
Sales Tax	Status	Value (\$)	Rate	Out of State	Jurisdiction	Audit															
Prior Owner					Issuance State	Title	Lien	Lien Number													
Proof Submitted																					
Reg/Title																					

Special Conditions

AT BV CF CO EO EX FL
IO NE NF NR NU OP OV
PA PI PK RC RE SC SO
SP SR SS SV TE TL TO
TP TR TX XR X6 WO

Approved By

Date

4 ADDITIONAL VEHICLE INFORMATION → **QUESTIONS 1-4 MUST BE COMPLETED.**

1. Has the vehicle been wrecked, destroyed, or damaged to such an extent that the total estimate, or actual cost, of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and to make the vehicle legal to operate on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss?
- ☐ No ☐ Yes - (If you marked **Yes** the vehicle must have an anti-theft examination before it is registered. The title that is issued will have the statement "Rebuilt Salvage" on it.)

2. Is this vehicle registered for your personal use? ☐ Yes ☐ No

If you marked "Yes", go to the next question (question 3). If you marked "No", check any of these boxes that apply:

- ☐ This vehicle is a passenger vehicle that will be used for hire with a driver and will be operated in the following location(s):
- ☐ New York City (NYC) ☐ A jurisdiction that is not NYC that regulates taxis ☐ A jurisdiction that does not regulate taxis
- ☐ This vehicle is used as a contracted carrier.
- ☐ This vehicle is a passenger vehicle that is rented without a driver.
- ☐ This vehicle requires a permit for commercial operation. (Mark the box of the type of permit that was issued and write the permit number on the line.) ☐ NYS DOT Permit No. _____ ☐ Federal DOT Permit No. _____
- ☐ The government owns this vehicle.
- ☐ This vehicle is used as (mark one) ☐ an ambulance ☐ an ambulette ☐ a hearse or invalid coach
- If payment is received to carry passengers, mark this box. ☐
- ☐ This vehicle is used exclusively as a hearse. If payment is received to carry passengers, mark this box. ☐
- ☐ This vehicle is a commercial tow truck with a gross vehicle weight rating of at least 8,600 pounds.
- ☐ This vehicle is used only as a farm vehicle. (form MV-260F, Part 1, must be attached)
- ☐ This vehicle is used only as an agricultural truck or agricultural trailer.
- ☐ This vehicle is subject to the Department of Transportation inspection requirements for the carriers that transport passengers. (For more information, refer to form MV-82.1P, "Inspection Requirements for Carriers Transporting Passengers".)

3. Has this vehicle been modified from the original manufacturer specifications? ☐ Yes ☐ No If "Yes", describe the modifications:

4. Was this vehicle altered to increase the capacity beyond that provided by the manufacturer by method of extended chassis, lengthened wheel base, or a lengthened seating area? ☐ Yes ☐ No

If **YES**, do you have the required Federal Alterer's Safety Certification (normally found on the door jamb) in accordance with VTL §401? ☐ Yes ☐ No

If **YES**, is this altered vehicle equipped with safety belts at all occupant seating positions? ☐ Yes ☐ No

* If your vehicle was altered or stretched to increase the passenger capacity, you must present to the DMV issuing office a photograph or copy of all labels or plates (normally put on the driver's side door). If the vehicle was altered or stretched and now has an adult seating capacity of 9 or more adults (including the driver), you must show the original NYS DOT Inspection Receipt OR a NYS DOT Exemption Letter.

5. If this vehicle is a **pick-up truck** that is never used for commercial purposes and does not have advertising on any part of the truck, you are eligible for passenger plates or commercial plates. I want (mark one): ☐ Passenger Plates ☐ Commercial Plates

5 CERTIFICATION: I certify that the information I have given on this application and on any documentation provided in support of this application is true and complete. I certify that the vehicle is fully equipped as required by the Vehicle and Traffic Law, and has passed the required New York State inspection, or has qualified for a time extension (form VS-1077) and will be inspected within 10 days. I also certify that appropriate insurance coverage is in effect, and that the vehicle will be operated in accordance with the Vehicle and Traffic Law. If I am applying for replacement registration items, I certify that the registration is not currently under suspension or revocation. If I have plates in a series reserved for a special group, I certify that I am still eligible to receive them, and that I have only one set of these plates. If I am using a credit card for payment of any fees in connection with this application, I understand that my signature below also authorizes use of my credit card.

WARNING: Intentionally making a false statement or providing false or misleading information in connection with this application is a criminal offense that may subject you to prosecution under the law.

Print Name Here → **CRYSTAL WATERS**

(Print Name in Full - if registering for a corporation, print your full name and title)

Sign Here →

E-SIGNED by CRYSTAL WATERS
on 2024-02-28 09:33:54 GMT

(Sign Here)

Print Additional Name Here → **N/A**

(Print Name in Full)

Additional Signature Sign Here → **N/A**

(Sign Here - Additional signature required for a partnership or if registering this vehicle in more than one name.)

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES
 SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

SEPARATE ODOMETER DISCLOSURE STATEMENT AND ACKNOWLEDGMENT

VEHICLE DESCRIPTION					
Vehicle Identification Number	Year	Make	Color	Body	Title Number
3MVDMBBM1RM661451	2024	MAZDA		2.5 S	


ODOMETER DISCLOSURE STATEMENT


WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WE STATE THAT THIS ☐ 5 or ☒ 6 DIGIT ODOMETER NOWS READS 1 , 120 .XX (NO TENTHS) MILES,
 DATE READ 10 / 28 / 2024, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE
 ODOMETER READING:

- CAUTION:**
 Read carefully before checking a box.
- ☒ 1. REFLECTS ACTUAL MILEAGE.
- ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)
- ☐ 3. IS NOT THE ACTUAL MILEAGE. **WARNING – ODOMETER DISCREPANCY**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature  E-SIGNED BY DAPHNE PEREZ on 2024-10-29 19:46:11 GMT		Seller's Printed Name PALM BEACH MITSUBISHI	
Seller's Street Address 2700 S AUSTRALIAN AVE			
City WEST PALM BEACH		State FL	Zip 33406

Buyer's Signature  E-SIGNED BY CRYSTAL WATERS on 2024-10-29 19:59:56 GMT		Buyer's Printed Name CRYSTAL WATERS	
Buyer's Street Address 100 ALAMOSA WAY			
City AMHERST		State NY	Zip 14228

WHO IS AUTHORIZED TO COMPLETE THIS FORM?

ANY PERSON WHO IS BUYING OR SELLING A MOTOR VEHICLE AND WHO MUST MAKE OR ACKNOWLEDGE AN ODOMETER DISCLOSURE, IN ORDER TO COMPLY WITH STATE OR FEDERAL ODOMETER DISCLOSURE LAW.

WHEN SHOULD THIS FORM BE USED?

1. WHEN A MOTOR VEHICLE, FOR WHICH AN ODOMETER DISCLOSURE IS REQUIRED, HAS BEEN SOLD.
2. WHEN A MOTOR VEHICLE, FOR WHICH AN ODOMETER DISCLOSURE IS REQUIRED, HAS BEEN PURCHASED.
3. WHEN AN ODOMETER DISCLOSURE STATEMENT AND ACKNOWLEDGMENT BETWEEN THE BUYER AND THE SELLER IS REQUIRED, BUT NO ODOMETER DISCLOSURE STATEMENT HAS BEEN MADE ON ANOTHER STATE OR FEDERAL FORM.

WHEN SHOULD THIS FORM NOT BE USED?

1. WHEN A FLORIDA TITLE WHICH WAS ISSUED ON OR AFTER APRIL 29, 1990 IS AVAILABLE.
2. WHEN A FORM HSMV 82994, MOTOR VEHICLE DEALER TITLE REASSIGNMENT SUPPLEMENT, HAS BEEN USED.
3. WHEN A FORM HSMV 82995, MOTOR VEHICLE DEALER POWER OF ATTORNEY/ODOMETER DISCLOSURE, HAS BEEN USED.
4. WHEN AN OUT-OF-STATE TITLE, WHICH CONFORMS TO FEDERAL LAW, IS USED TO TRANSFER A MOTOR VEHICLE.

FILING:

1. COPIES SHOULD BE EXCHANGED BETWEEN THE SELLER AND THE BUYER. DEALERS MUST RETAIN THIS DOCUMENT IN THEIR RECORDS FOR A PERIOD OF FIVE YEARS.
2. IT IS NOT NECESSARY TO FILE THIS FORM OR ANY COPY OF THIS FORM WITH THE STATE OF FLORIDA, UNLESS REQUESTED TO DO SO BY THE DIVISION OF MOTOR VEHICLES.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>

**OUT OF STATE TITLING DISCLOSURE – APPLICABLE FOR TRANSACTIONS OUTSIDE OF FLORIDA
ONLY**

Pursuant to Florida Statute 320.131(2), a Florida Motor Vehicle Dealer can only issue a maximum of 2 temporary tags per vehicle transaction, each temporary tag being valid for 30 days. Palm Beach Mitsubishi has contracted with 3rd party vendors to perform the out of state title and tag transaction for your vehicle purchase on your behalf. In some cases, your State's DMV may take greater than 60 days to process and return your title and tag. In accordance with Florida law, Palm Beach Mitsubishi will be unable to issue more than 2 temporary tags to you.

By signing below, you hereby acknowledge the above and agree to hold Palm Beach Mitsubishi harmless from any titling or tag delays in your transaction. You also agree to perform any actions and provide any documents or licenses required to perfect your title and registration with your State's DMV.

X 

Buyer Date: 10/28/2024

X _____

Co-Buyer Date: _____

RETURN & EXCHANGE POLICY

All used vehicle purchases are eligible for a 5 day, 250 mile return policy. Day 1 of the 5 day timeframe for return eligibility is the date you picked up the vehicle or the date the vehicle was delivered to you. You will be provided a refund of all monies paid minus the predelivery dealer service fee, electronic registration filing fee, and any shipping costs to you. In the event monies paid do not cover those fees and costs, any remaining balance will be the responsibility of the Buyer. Return shipping costs to the dealership for the initial purchase will be the responsibility of the Buyer. Refunds will only be provided once vehicle and title are received at the dealership.

In the event you would like to exchange to another vehicle within that timeframe instead, all monies paid minus the electronic registration filing fee and any shipping costs will be applied towards the replacement vehicle. Only one exchange will be provided per customer. Any difference in price, down payment, or bank stipulations required between the initial purchase and vehicle you are exchanging into will be your sole responsibility to provide. Return shipping costs to the dealership for the initial purchase and shipping costs for the vehicle you are exchanging into will be your sole responsibility. Vehicle must be returned in same condition and operability it was initially delivered, both mechanically and cosmetically.

Requests for return or exchange can be made via e-mail to support@pbmitsubishi.com

X 

Buyer Date: 10/28/2024

X _____

Co-Buyer Date: _____

**PALM BEACH
MITSUBISHI****WE OWE**

NAME **CRYSTAL WATERS** STK. NO. **PV661451** NEW ☐ USED ☒
ADDRESS **100 ALAMOSA WAY** YEAR **2024** MAKE **MAZDA**
CITY **AMHERST** STATE **NY** ZIP **14228** MODEL **CX-30**
PHONE **[REDACTED]** SERIAL NO. **3MVDMBBM1RM661451**
SALESMAN **CARSON ROE** DEL. DATE **10/28/2024**

QTY.	NAME OF ITEM	PART	LABOR

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)DATE **10/28/2024**

CUSTOMER

E-SIGNED by **CRYSTAL WATERS**
on 2024-10-28 13:34:06 GMT

APPROVED

E-SIGNED by **DYLANE PEREZ**
on 2024-10-28 13:46:43 GMT
MGR.**YOU OWE**

	TO BE RECEIVED BY DATE		TO BE RECEIVED BY DATE
1) Title to Trade In Vehicle		5) Other	
2) All Monies		6) Other	
3) Valid Insurance Card		7) Other	
4) Other		8) Other	

I hereby agree to provide the above listed item(s) to the dealer. I understand that the sales transaction is not completed until I provide such items.

X: _____

DATE: _____

APPROVED BY: _____

MGR.

IRS CLEAN VEHICLE TAX CREDIT FOR PRE-OWNED VEHICLES DISCLAIMER

If you are purchasing a pre-owned electric vehicle with a battery capacity of at least 7 kilowatt hours and with a sale price of \$25,000 or under, the amount due from the Buyer regarding this vehicle transaction has been reduced by the amount of the clean vehicle tax credit, which is up to \$4,000. The specific amount of the credit is disclosed in the original vehicle advertisement. The amount due will be reduced by either applying the tax credit to your down payment or to the vehicle sales price. Please see your sales associate for details.

Only certain customers qualify for the clean vehicle tax credit, if they meet the requirements below:


- Be an individual who bought the vehicle for use and not for resale
- Not be able to be claimed as a dependent on another person's tax return
- Not have claimed another used clean vehicle credit in the three years before the purchase date
- Your modified adjusted gross income may not exceed \$150,000 if married filing jointly or a surviving spouse, \$112,500 for heads of households, and \$75,000 for all other filers

The requirements provided above are only a guideline. For the latest and most accurate requirements, please visit the IRS website at

<https://www.fueleconomy.gov/feg/taxused.shtml#requirements>

After the sale, the dealership will apply for and receive the clean vehicle tax credit on your behalf and submit the required paperwork to both the IRS and the Buyer / Co-Buyer to advise them of the credit claimed. By signing below, you acknowledge that the selling dealership has no way to determine your eligibility for this tax credit, among other factors, not knowing your tax filing status or having the tax expertise to calculate your modified adjusted gross income.

You acknowledge that it is your sole responsibility to determine eligibility for this credit and to disclose to the dealership in writing prior to the sale if you believe you are ineligible, upon which the reduction in selling price will be reserved and paperwork re-generated for signature. You acknowledge that in the event you do not qualify for this credit after completing your yearly tax filing, you will not seek compensation from the dealership nor pursue legal action against the dealership for this credit or related costs.

X  E-SIGNED by CRYSTAL WATERS
on 2024/10/28 10:34:35 GMT
Buyer Date: 10/28/2024

X _____
Co-Buyer Date: _____

CREDIT APPLICATION**IMPORTANT: READ THESE DIRECTIONS BEFORE COMPLETING THIS APPLICATION.****(Purchase / Lease)****Check
Appropriate
Box**

- ☐ If you are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete Sections A and C.
- ☐ If you are married and live in a community property state, complete all Sections providing information in Section B about your spouse. Your spouse should not sign as "Co-applicant."
- ☐ If this is an application for joint credit with another person, complete all Sections providing information in Section B about the co-applicant.

NOTE: APPLICANT, IF MARRIED, MAY APPLY FOR A SEPARATE ACCOUNT.

We intend to apply for joint credit.

Applicant Initials

Co-Applicant Initials

E-MAIL ADDRESS:

MOBILE PHONE:

SELLER	STOCK NO.	DATE	AMOUNT REQUESTED
PALM BEACH MITSUBISHI	PV661451		\$ _____

SECTION A. Information Regarding Applicant

LAST NAME (PRINT)	FIRST	MIDDLE	BIRTHDATE	DRIVER'S LIC. NO.
SOCIAL SECURITY NO.				
ADDRESS	CITY	STATE	ZIP	HOME PHONE () -
PREVIOUS ADDRESSES (TO COVER 5 YEARS RESIDENCE)				HOW LONG? YRS. MOS.
CITY				STATE
ZIP				HOW LONG? YRS. MOS.
CITY				STATE
ZIP				HOW LONG? YRS. MOS.
OCCUPATION OR RANK	PRESENT EMPLOYER	ADDRESS	CITY	STATE
PREVIOUS EMPLOYMENT (TO COVER 5 YEAR HISTORY)				ZIP
ADDRESS				CITY
STATE				ZIP
NEAREST RELATIVE NOT LIVING WITH APPLICANT				ADDRESS
CITY				STATE
ZIP				PHONE () -
RELATIONSHIP				

INCOME:

Applicant's gross monthly income from employment \$ _____

Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.Alimony, child support, separate maintenance received under: court order ☐ written agreement ☐ verbal understanding ☐ Amount \$ _____

Amount of other monthly income and source(s) \$ _____

TOTAL MONTHLY INCOME \$ _____**SECTION B. Information Regarding Co-Applicant or Spouse (for community property states) (Use separate sheets if necessary.)**

LAST NAME (PRINT)	FIRST	MIDDLE	BIRTHDATE	DRIVER'S LIC. NO.
SOCIAL SECURITY NO.				
RELATIONSHIP TO APPLICANT				
ADDRESS	CITY	STATE	ZIP	PHONE () -
PREVIOUS ADDRESSES (TO COVER 5 YEARS RESIDENCE)				HOW LONG? YRS. MOS.
CITY				STATE
ZIP				HOW LONG? YRS. MOS.
CITY				STATE
ZIP				HOW LONG? YRS. MOS.
OCCUPATION OR RANK	PRESENT EMPLOYER	ADDRESS	CITY	STATE
PREVIOUS EMPLOYMENT (TO COVER 5 YEAR HISTORY)				ZIP
ADDRESS				CITY
STATE				ZIP
NEAREST RELATIVE NOT LIVING WITH APPLICANT				ADDRESS
CITY				STATE
ZIP				PHONE () -
RELATIONSHIP				

INCOME:

Joint Applicant's gross monthly income from employment \$ _____

Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.Alimony, child support, separate maintenance received under: court order ☐ written agreement ☐ verbal understanding ☐ Amount \$ _____

Amount of other monthly income and source(s) \$ _____

TOTAL MONTHLY INCOME \$ _____**PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CREDIT APPLICATION.****X**E-SIGNED by CRYSTAL WATERS
on 2024-02-28 13:33:42 GMT

APPLICANT'S SIGNATURE

CO-APPLICANT**X**

CO-APPLICANT'S SIGNATURE

SECTION C. Asset and Debt Information: List All Debts Including Alimony, Child Support, Separate Maintenance, (Use a Separate Page If Necessary.)

(If Section B has been completed, this Section should be completed giving information about both the Applicant and Joint Applicant or Spouse (for community property states). Please mark Applicant-related information with an "A". If Section B was not completed, only give information about the Applicant in this Section.)

LANDLORD OR MORTGAGE HOLDER OWN <input type="checkbox"/> RENT <input type="checkbox"/>		ADDRESS				ACCOUNT NO.		MORTGAGE BALANCE \$		PMT. OR RENT \$	
DATE HOME PURCHASED		AGE OF HOME		PRICE PAID FOR HOME		MARKET VALUE \$		2nd MORTGAGE AMOUNT \$		PAYMENT \$	
TYPE OF CREDIT	COMPANY NAME OF ALL OBLIGATIONS	ACCOUNT NO.	<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED	ADDRESS	CITY	STATE	ZIP	BALANCE \$	HIGH \$	MONTHLY PYMTS OR DATE CLOSED \$	
			<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED	ADDRESS	CITY	STATE	ZIP	\$	\$	\$	
			<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED	ADDRESS	CITY	STATE	ZIP	\$	\$	\$	
			<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED	ADDRESS	CITY	STATE	ZIP	\$	\$	\$	
			<input type="checkbox"/> OPEN <input type="checkbox"/> CLOSED	ADDRESS	CITY	STATE	ZIP	\$	\$	\$	
PRESENT VEHICLE FINANCED BY / LEASED BY:		ACCOUNT NO.		ADDRESS		CITY		STATE		ZIP	
PRESENT VEHICLE FINANCED BY / LEASED BY:		ACCOUNT NO.		ADDRESS		CITY		STATE		ZIP	
BANK REFERENCE		ACCOUNT NO.		BRANCH / ADDRESS		<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		BALANCE \$			
BANK REFERENCE		ACCOUNT NO.		BRANCH / ADDRESS		<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		BALANCE \$			
HAVE YOU EVER HAD ANY PROPERTY REPOSSESSED?		<input type="checkbox"/> YES <input type="checkbox"/> NO		DO YOU HAVE ANY LAW SUITS PENDING AGAINST YOU?		<input type="checkbox"/> YES <input type="checkbox"/> NO		HAVE YOU EVER FILED BANKRUPTCY OR IS A BANKRUPTCY PROCEEDING IN PROGRESS OR EXPECTED?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
PERSONAL FRIENDS KNOWN OVER ONE YEAR		ADDRESS		CITY		STATE		ZIP		PHONE () -	
1.		ADDRESS		CITY		STATE		ZIP		PHONE () -	
2.		ADDRESS		CITY		STATE		ZIP		PHONE () -	

INSURANCE — IF YOU WISH TO APPLY FOR VEHICLE INSURANCE IN CONNECTION WITH THIS CREDIT APPLICATION, COMPLETE THE FOLLOWING:**Notice: No person is required as a condition of financing the purchase of a motor vehicle to purchase insurance through a particular insurance company, agent or broker.**

PREVIOUS INSURANCE CO. OR AGENT (NAME AND ADDRESS)		PHONE () -		WHERE WILL VEHICLE BE GARAGED?		POLICY NO.	
Has your insurance ever been canceled by any company?		<input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, WHY?		NO. OF INSURANCE LOSSES IN PAST 5 YEARS	
						TOTAL AMOUNT OF LOSSES \$	

You agree that we and any assignee of the financing contract or lease may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You agree that we and our assignees may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we and our assignees may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You (1) make the above representations, which are certified correct, for the purpose of securing credit; (2) authorize us, affiliated entities, and financial institutions to whom we submit your application (hereinafter "Financial Institutions") to obtain consumer credit reports, verify income, and gather employment history as necessary and appropriate to determine your creditworthiness; (3) authorize any Financial Institution to which we submit your credit application to share the results of any credit report, investigation, and credit evaluation with us; (4) understand that we or the Financial Institutions will retain this application whether or not it is approved, and that it is your responsibility to update changes of name, address or employment.

You are notified pursuant to the Fair Credit Reporting Act, that your application may be submitted to the financial institutions named below or to other Financial Institutions.**FINANCIAL INSTITUTION(S) AND ADDRESS(ES):**

LENDBUZZ FUNDING LLC
31 MILK STREET LBBY #960909 BOSTON MA 02196

PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CREDIT APPLICATION.

X  E-SIGNED by CRYSTAL WATERS
on 2024/02/28 09:33:46 GMT

APPLICANT'S SIGNATURE

CO-APPLICANT

X

CO-APPLICANT'S SIGNATURE

IF MARRIED, YOU MAY APPLY FOR CREDIT SEPARATELY AS AN INDIVIDUAL.

Community Property Notice for Married Applicants: Please provide information about your spouse requested in Section B, even if your spouse is not a co-applicant. Your spouse does not have to be a co-applicant unless he/she wants to be a co-applicant.



Crystal Waters (Loan 1235463)
2024 Mazda CX-30

Thank you for choosing
Lendbuzz.

Vehicle	2024 Mazda CX-30
Monthly Payment	\$556.62
APR	16.0%
Term	72 months
Total Loan Amount	\$27,251.13
Payment Start Date	Dec 01, 2024
Monthly Due Date	1st of each month
Auto Pay	

Welcome to the Lendbuzz family!

The loan for your new 2024 Mazda CX-30 is now official and the dealership has received the funds from us. If for any reason your vehicle has not been delivered to you, please let us know.